

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X
THE LAW OFFICES OF ERICA T. YITZHAK
AND ERICA T. YITZHAK, ESQ. P.C.,

Case No. 24-cv-3553-RER

**DECLARATION
OF PAUL W. VERNER**

Petitioners,

-against-

TROY LAMBE, MAX DIVERSIFIED INC.,
SUNRAY SOLAR INC. AND PAUL VERNER,

Respondents,
-----X

PAUL W. VERNER, pursuant to 28 U.S.C §1746, hereby declares the follows facts and submits the appended authenticated documents under penalty of perjury under the laws of the United States in satisfaction of the Court’s Minute Order dated June 25, 2024 (ECF#010):

1. Attached here as **Exhibit A** is a true and correct copy of my Retainer Agreement with Troy Lambe and his companies whereby I was retained to litigate the federal case of *Lambe, Sunray Solar et al. v. Kahlon and Atlas Solar Holdings, LLC and Erica T. Yitzhak*, Case No. 13-cv-3126. (the “Federal Action”).

2. Attached here as **Exhibit B** is a true and correct copy of the judgment after jury verdict for \$1 Million against the Kahlon Defendants in that case entered on February 1, 2016 and the Mandate after the Second Circuit affirmed the verdict and judgment on September 1, 2017 after Kahlon/Atlas’ appeal.

3. Prior to jury’s verdict, on January 29, 2016, in Court, the then Yitzhak Defendants settled with my clients for the balance of their insurance policy issued through CNA. The balance of the

self-liquidating policy was approximately \$595,000 when those settlement funds were tendered to me as attorney for the Lambe/Sunray Plaintiffs or about March 11, 2016.

4. Attached as **Exhibit C** is a true and correct copy of my redacted Wells Fargo New York IOLTA account statement showing the deposit of the Yitzhak settlement funds on March 11, 2016.

5. Because of multiple state court lawsuits commenced by the Kahlon Defendants in Nassau County Supreme Court throughout 2016 and 2017 to frustrate turnover of the \$1 Million appellate surety bond, even after the Second Circuit affirmed the verdict and the \$1 Million judgment, the surety bond satisfying the Kahlon cash bond staying enforcement pending his appeal was not delivered to me as attorney for the Lambe/Sunray Plaintiffs until about May 7, 2018.

6. Attached as **Exhibit D** is a true and correct copy of my redacted Wells Fargo New York IOLTA account statement showing the deposit of the Kahlon surety bond proceeds on May 4 and 7, 2018.¹

7. Part of the settlement terms made between the Lambe/Sunray Plaintiffs and the former Yitzhak Defendants was the stipulated terms that if in the future, the Kahlon Defendants lodged their threatened by unfiled Cross-Claim for attorney malpractice against attorney Yitzhak, I would be appointed defense counsel because of my knowledge of the underlying facts and law. The Lambe/Sunray Plaintiffs would indemnify Yitzhak and pay the defense costs and my attorneys' fees. Attached as **Exhibit E** is a true and correct copy of the Yitzhak settlement agreement made on the record in Court and then later formalized and memorializing those terms.

8. Attached as **Exhibit F** is a true and correct copy of my joint October 17, 2017 Retainer Agreement with the former Lambe/Sunray Plaintiffs and the Yitzhak Defendants which covered

¹ In the two years that the surety bond was in effect, \$9000 in additional interest had accrued.

my work when Kahlon did, in fact, sue Yitzhak for malpractice in the case *Kahlon, et al. v. Yitzhak, et al.*, Index No. 601659/2016 (Nassau Cty.)(hereinafter “Yitzhak Defense Case”).

9. Ultimately, the Yitzhak Defense Case approached a point where my fee bills outstripped the initial retainer which Mr. Troy Lambe had authorized and paid me. My Motion to Withdraw as counsel was heard by Justice Vito DeStefano in 2020 and I placed all financial records including those addressing the fact that all monies Lambe had left as Retainers with me (for the Yitzhak Defense Case and 4 other Lambe/Sunray defense cases I was handling for Lambe/Sunray, had been expended. Mr. Lambe and Ms. Yitzhak were privy to those 2020 filings. The Motion to Withdraw was denied with leave to renew.

10. Ultimately, in 2021 Justice DeStefano decided a summary judgment motion which was against attorney Yitzhak and her law firm. The Yitzhak Defendants then sued me and that action is now venued in the Southern District of New York – described by this Court as “the more fulsome litigation pending in the SDNY”. Minute Order, ECF#010.

11. As Mr. Lambe and Ms. Yitzhak are well aware¹, no money was ever placed in my trust account by Mr. Lambe to satisfy any indemnity obligation he may have had to Ms. Yitzhak. Further, Mr. Lambe also is well-aware that all monies beyond my attorneys’ fees earned and costs reimbursed from the Federal Action, were retainers for his defense cases and for the Yitzhak Defense Case. They are both also fully aware from my Motion to Withdraw and fee accounting filed in Nassau County with Justice DeStefano that the retainers set up for the Yitzhak defense were expended and a balance was owed by Lambe. The current counsel for Yitzhak should be fully aware of these facts as well.

¹ Both of them were working together when in 2022 the same attorney filed identical Summons with Notice against me in Nassau County Supreme Court. See, **Exhibit G**.

12. Attached as **Exhibit H** are true and correct copies of my 2016 emails to and from Troy Lambe sent to him after the CNA funds for Yitzhak's settlement had been received (and after predecessor attorney claims were compromised for \$13,000). It is clear that the fees due my firm were deducted by agreement in the sum of \$125,000 from a total settlement from Yitzhak's carrier of \$595,274.87. As seen in **Exhibit H** Mr. Troy Lambe's acknowledged and verified the accounting of the Yitzhak settlement funds.

13. Attached as **Exhibit I** is a true and correct copy of my 2018 accounting to Troy Lambe sent to him after the Kahlon surety bond and interest in the total sum of \$1,00,900.00 was received on May 4 and 7, 2018.

14. Attached as **Exhibit J** is a true and correct copy of Troy Lambe's May 16, 2018 acknowledging email back to me wherein he verified the 2018 accounting of the Kahlon surety bond and interest.

15. Finally, attached here as **Exhibit K** is a true and correct copy of the last invoice on the Yitzhak Defense Case showing a total of approximately \$95,000 as against the initial Retainer of \$50,000.

16. In summary, the **Exhibits A – K** show the receipt of the two settlement sums in 2016 and 2018, the disbursements to the clients of net settlement proceeds after deducting my attorneys' fees and the fact that the amounts left in my bank accounts were earmarked for defense costs in Yitzhak Defense Case and at least four other Lambe/Sunray defense cases

17. The IOLTA bank statements prove that all settlement funds were either paid out in attorneys' fee or were paid to the Lambe/Sunray clients. This is shown by Exhibit J, Troy Lambe's own email where he asserts he is entitled to receive \$537,499 from the \$1,009,000 in 2018 surety bond proceeds.

18. As is seen by Exhibit D, all of those funds were distributed as follows:

\$185,000 to Janet Lambe on May 17, 2018;
\$15,000 to Max Diversified on May 21, 2018;
\$275,000 to Troy Lambe on May 21, 2018
\$62,449 to Troy Lambe on May 30, 2018

\$537,449 TOTAL

19. Accordingly, I respectfully request that this misguided Petition, designed to harass and without any basis, as the Petitioners and their counsel well know, should be dismissed.

Dated: New York, New York
July 25, 2024

/s/ Paul W. Verner
PAUL W. VERNER
PV-0274

VERNER SIMON

FIVE GREENTREE CENTRE
525 ROUTE 73 NORTH, SUITE 104
MARLTON, NJ 08053
(856) 817- 6315 / (856) 817- 6017 FAX

30 WALL STREET, 8TH FLOOR
NEW YORK, NEW YORK 10005
(212) 502 5500 / (212) 502 5400 FAX

PLEASE REPLY TO: NEW YORK

pwverner@vernerlaw.com

March 26, 2014

VIA EMAIL

Mr. Troy Lamb
546 South Cooks Bridge Road
Jackson, NJ 08527

Sunray Solar Inc.
644 Cross Street, Suite 10
Lakewood, NJ 08701

Max Diversified Inc.
546 South Cooks Bridge Road
Jackson, NJ 08527

Re: Lamb et al v. Kahlon et al
Our File: 982.012
Case No. 13-3126

This Retainer Agreement is being entered into between the Verner Simon ("the firm", or "we" or "us"), and Mr. Troy Lamb, SUNRAY SOLAR INC., and MAX DIVERSIFIED INC. ("the client" or "you"). Please note that once this agreement is countersigned by you, it will constitute a legally binding contract.

THE NATURE OF SERVICES TO BE RENDERED

This agreement confirms that you have retained this firm as your attorneys to act as counsel for you to prosecute a lawsuit for various contract and quasi contract claims against the Defendants in the above captioned action as have been heretofore presented by prior counsel. It is our intention to recover your losses through this litigation which we expect will continue to be venued in the US District Court for the Eastern District of New York. There is a possibility that other actions in other District Courts could be commenced.

The retainer fee required for our engagement (discussed below) does not include or apply to formal appearances and services rendered in courts; actions or proceedings other than the litigation for which this office has been retained described above. No appeals or post-judgment

VERNER SIMON

Mr. Troy Lamb
Sunray/Max
March 26, 2014
Page 2 of 9

actions, proceedings, or applications will be handled unless the firm's representation is secured by execution of another separate Retainer Agreement.

STRATEGY GOING FORWARD

The strategy will be to engage in limited but strategic litigation events until financing for attorneys' fees can be acquired. We will appear in the federal court litigation, issue subpoenas to acquire information re GATS, engage in settlement negotiations with Defendant Yitzhak, engage in some landlord tenant defense, and certain other agreed litigation activity to protect the clients' rights. As we secure financing, we will restructure the terms of the agreement which may or may not include contingent fee agreements. The Client understands that the attorneys are taking over a litigation which was prepared and filed by another attorney, that we are assuming the role of attorney of record to protect the case on an emergent basis and that we reserve the right to withdraw from this engagement for any reason as a result.

GENERAL TERMS OF REPRESENTATION

The client authorizes the firm to take any steps which, in the sole discretion of the firm are deemed necessary or appropriate to protect the client's interest in this matter. The client understands that no one particular member of the firm is being retained, but, rather the firm, as an entity is undertaking legal representation of the client pursuant to this retainer agreement and that the firm reserves the right to assign and delegate all aspects of such representation the firm, in its sole discretion, deems appropriate.

The client agrees to fully cooperate with the attorneys, paralegals, clerks or other members of the staff of the firm which are assigned on the case. The client also agrees to follow all instructions and advice which bear upon ethical, strategic or tactical considerations or matters, as the same are determined solely within the discretion of the firm.

In the event that the client fails or refuses to follow such advice or instructions of the firm in any respect, the client agrees that such failure or refusal shall be good cause for the law firm to withdraw its representation and the client hereby consents that the firm may so withdraw under such circumstances.

We shall provide you, should you desire it, with copies of correspondence and legal documents relating to your case and will keep you apprized of its status at all times.

VERNER SIMON

Mr. Troy Lamb
Sunray/Max
March 26, 2014
Page 3 of 9

PAYMENT OF FEES

In order for us to begin our representation we will require a retainer which you have agreed to pay and we have agreed to accept in the sum of Seven Thousand Dollars (\$7000). This Initial Retainer payment does not represent the amount of the overall fee which you will incur by virtue of our services. The amount of our eventual fee will be based upon our regular schedule of established hourly time charges, along with any out-of-pocket disbursements (such as court costs, messenger services, transcripts of proceedings, long distance telephone calls, telefaxes, process service fees, mileage, deposition and court transcripts and excess postage) which are incurred in your behalf.

You have agreed to a billing rate of \$400.00 per hour for all partner attorney time, \$250.00 for all associate attorney or local counsel time (if engagements of same are made) and \$75.00 per hour for all paralegal time devoted to the matter. The firm charges paralegal time for paralegal type work even if it is performed by an attorney.

The retainer fees will be held in a trust account for your benefit. If services are required beyond the retainer fee, on a monthly basis we will present our bill for services and balances due on the current invoices shall paid within 20 days. If such payment is not made, we reserve the right to move to withdraw from your representation; alternatively, we may, under such circumstances, require that a larger retainer be paid. At the conclusion of this matter, any amount remaining in trust will be refunded to you, or to someone else, if you so direct.

The client further understands that the hourly rates apply to all time expended relative to the client's matter, including but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or placed to the client, or otherwise made or had on the client's behalf or related to the client's matter, preparation, review and revision of correspondence, pleadings, motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to the client's matter, legal research, court appearances, conferences, file review, preparation time, travel time and any other time expended on behalf of or in connection with the client's matter.

MODIFICATION OF BILLING RATES

As it is not possible to predict with accuracy the period of time of this firm's representation of you, and for the purpose of providing you with a degree of certainty with regard to the firm's hourly charges during the period of representation, the firm herewith agrees to maintain the foregoing hourly rates for a period of one (1) year. The firm shall have the right, to increase such rates, but in no event beyond a ten (10%) percent per year increase, and you shall be notified of any increase at least thirty (30) days in advance of such increase, and such increase shall be

VERNER SIMON

Mr. Troy Lamb
Sunray/Max
March 26, 2014
Page 4 of 9

reflected in an amended written retainer agreement signed by you and the firm. Time is charged in increments of sixths of an hour.

DISBURSEMENTS AND OUTSIDE CHARGES

In addition to the foregoing, your responsibility will include direct payment or reimbursement of this firm for disbursements advanced on your behalf, the same to include, but not necessarily be limited to, court filing fees, recording fees, charges of process servers, travel expenses, copying costs, messenger services, necessary secretarial overtime, transcripts and the customary fees of stenographers referable to examinations before trial in the event such examinations are utilized.

You have been advised that in order for us to properly protect your interests, it may be necessary to retain outside experts such as forensic experts, appraisers, actuaries, investigators and accountants. You will be responsible for the costs incurred for any such service which in some cases may have to be paid in advance depending upon the requirements of the particular expert. No expert shall be retained without your prior approval.

TERMINATION OF REPRESENTATION

Notwithstanding the above, if the attorney-client relationship is terminated without your matter having been concluded, e.g., if the action were discontinued, or if you were to discharge the firm as your attorney, or if the firm were to withdraw its representation, to the extent that the firm's current invoices were not satisfied by retainer funds on hand, or if there were a dispute over the fees due to the firm, a fair and reasonable fee would be determined in accordance with legally accepted standards. Presently, the legally recognized elements of a reasonable fee, as set forth in the Code of Professional Responsibility, are as follows:

- * The time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly.
- * The likelihood, if apparent or made known to the client, that the acceptance of the particular employment will preclude other employment by the lawyer. (You should know that the firm, by accepting retention as your attorney, is clearly precluded from representing the opposing party against you).
- * The fee customarily charged in the locality for similar legal services.
- * The amount involved and the results obtained.

VERNER SIMON

Mr. Troy Lamb
Sunray/Max
March 26, 2014
Page 5 of 9

- * The time limitations imposed by the client or by circumstances.
- * The nature and length of the professional relationship with the client.
- * The experience, reputation and ability of the lawyer or lawyers performing the services.
- * Whether the fee is fixed or contingent.

In the event that any bill from the firm remains unpaid beyond such thirty (30) day period, the client agrees that the firm may withdraw its representation, at the option of the firm. In the event that an action is pending, and absent your consent, an application must be made to the Court for such withdrawal. Where the fee is unpaid for the period set forth above, the client acknowledges that in connection with any such withdrawal application, that the account delinquency shall be good cause for withdrawal.

TERMINATION AND RIGHT TO CHARGING LIEN

You are advised that if, in the judgment of this firm, we decide that there has been an irretrievable breakdown in the attorney-client relationship, or a material breach of the terms of this retainer agreement, we may decide to make application to the court in which your action is pending to be relieved as your attorneys. In such event, you will be provided with notice of the application and an opportunity to be heard. Should any fees be due and owing to this firm at the time of our discharge, we shall have the right, in addition to any other remedy, to seek a charging lien, i.e., a lien upon any award made to you as a result of settlement or judgment of the court.

While we expect to be paid the fee due us in a timely fashion, in situations where the client does not have funds readily available to pay additional fees as they accrue, we may, as an accommodation, agree to take a security interest in property in lieu of immediate payment. A security interest may take the form of a confession of judgment, promissory note, or mortgage upon specified property. In either event, a lien will attach to your property. In the case of your marital residence, any such security interest shall be non-foreclosable, i.e., we shall not force a sale of your home but would be paid at the time you sell the premises.

RIGHT TO ARBITRATE

While we seek to avoid any fee disputes with our clients, in the event such a dispute does arise, you are advised that you have the right, at your election, to seek arbitration to resolve the fee dispute. In such event, we shall advise you in writing by certified mail that you have thirty (30) days from receipt of such notice in which to elect to resolve the dispute by arbitration, and we

VERNER SIMON

Mr. Troy Lamb
Sunray/Max
March 26, 2014
Page 6 of 9

shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon both you and this firm. Further, if you do not file a request for arbitration within thirty (30) days after receiving our notice, we may commence an action against you to recover our fees.

It is specifically acknowledged by you that this firm has made no representations to you, express or implied, concerning the outcome of the litigation presently pending or hereafter to be commenced. You further acknowledge that this firm has not guaranteed and cannot guarantee the success of any action taken by the firm on your behalf.

ACCURACY OF INFORMATION

We have informed you that pursuant to court rule, we are required as your attorneys to certify court papers submitted by you which contain statements of fact, and specifically to certify that we are aware of no inaccuracies in the court submission. Accordingly, you agree to provide us with complete and accurate information which forms the basis of court papers and to certify in writing to us, prior to the time the papers were actually submitted to the Court, the accuracy of the court submissions which we prepare on your behalf and which you shall review and sign.

STATEMENT OF CLIENTS' RIGHTS AND RESPONSIBILITIES

Your attorney is providing you with this section to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this section carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request, and before you

VERNER SIMON

Mr. Troy Lamb
Sunray/Max
March 26, 2014
Page 7 of 9

sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

Your attorney may not request a retainer fee that is non-refundable. That is should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate shall be made in good faith but may be subject to change due to facts and circumstances affecting the case:

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

VERNER SIMON

Mr. Troy Lamb
Sunray/Max
March 26, 2014
Page 8 of 9

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

You have the right to be present in court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no. particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, and may request that one or more interest-bearing bank accounts be used.

You also are entitled to a written receipt, and a complete record, concerning the escrow.

When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you may have the right to seek arbitration. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

VERNER SIMON

Mr. Troy Lamb
Sunray/Max
March 26, 2014
Page 9 of 9

ACKNOWLEDGMENT AND UNDERSTANDING

The client acknowledges that he or she has read this agreement in its entirety, has had full opportunity to consider its terms and has had a full and satisfactory explanation of same, and fully understands its terms and agrees to such terms. The client further acknowledges that you have been provided with and read a Statement of Client's Rights and Responsibilities, a copy of which is contained in this Retainer Agreement.

Kindly indicate your understanding and acceptance of the above by signing and returning the duplicate original of this letter.

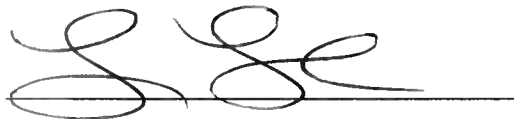
We appreciate the opportunity to serve you and I look forward to working with you.

Very truly yours,
VERNER SIMON



PAUL VERNER

**I HAVE READ AND UNDERSTAND THE ABOVE
AND ACCEPT ALL OF ITS TERMS.**



Mr. Troy Lamb, Individually
and on Behalf of Sunray Solar, Inc. and
Max Diversified, Inc.

Dated: 3/26/14

VERNER SIMON

FIVE GREENTREE CENTRE
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(856) 817-6315 / (856) 817-6017 FAX

30 WALL STREET, 8TH FLOOR
NEW YORK, NEW YORK 10005
(212) 502 5500 / (212) 502 5400 FAX

PLEASE REPLY TO: NEW YORK

pwverner@vernerlaw.com

April 20, 2015

VIA EMAIL

Mr. Troy Lambe
546 South Cooks Bridge Road
Jackson, NJ 08527

Sunray Solar Inc.
644 Cross Street, Suite 10
Lakewood, NJ 08701

Max Diversified Inc.
546 South Cooks Bridge Road
Jackson, NJ 08527

Re: Lamb et al v. Kahlon et al
Our File: 982.012
Case No. 13-3126

This Agreement changes the terms of the Retainer Agreement dated March 26, 2015 between the Verner Simon ("the firm", or "we" or "us"), and Mr. Troy Lamb, SUNRAY SOLAR INC., and MAX DIVERSIFIED INC. ("the client" or "you"). Please note that once this agreement is countersigned by you, it will constitute a legally binding contract.

MODIFICATION OF FEE TERMS

Effective April 22, 2015, we will modify the rates to a ½ billing rate of \$200.00 per hour for all partner attorney time, \$125.00 for all associate attorney or local counsel time (if engagements of same are made) and \$37.50 per hour for all paralegal time devoted to the matter. The firm charges paralegal time for paralegal type work even if it is performed by an attorney.

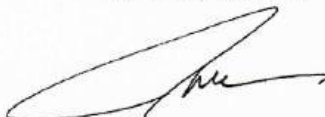
In addition to these ½ rates, the firm will be entitled to a fee of 17% of the net recovery. Net recovery is defined as the gross recovery from settlements, judgment collections or otherwise, less the unreimbursed expenses and disbursements which have been incurred by the firm on your behalf which will be repaid first.

VERNER SIMON

Mr. Troy Lamb
Sunray/Max
April 21, 2015
Page 2 of 2

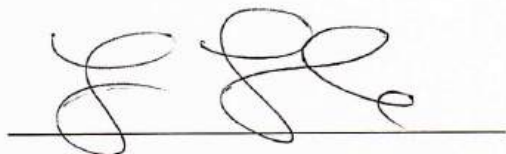
No other terms of the March 26, 2014 Retainer Agreement are changed.

Very truly yours,
VERNER SIMON



PAUL VERNER

**I HAVE READ AND UNDERSTAND THE ABOVE
AND ACCEPT ALL OF ITS TERMS.**



Mr. Troy Lamb, Individually
and on Behalf of Sunray Solar, Inc. and
Max Diversified, Inc.
Dated: 4/26/15

United States District Court
Eastern District Of New York

-----X

Troy Lambe, et al

Plaintiff(s)

JUDGMENT IN A CIVIL CASE

13-CV-3126 (LDW) (AYS)

-against-

Yossef Kahlon, et al

Defendant(s)

-----X

 X

Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury rendered its verdict.

 Decision by Court. This action came to trial/hearing before the Court. The issues have been tried/heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED that the plaintiffs (Troy Lambe, Sunray Solar, Inc. and Max Diversified, Inc.) be awarded compensatory damages in relation to all claims against the defendants (Yossef Kahlon, a.k.a. Jossef Kahlon, and Atlas Solar Holdings, LLC), except for plaintiffs' claim for malicious prosecution, in the amount of seven hundred and fifty thousand dollars (\$750,000.00). **IT IS FURTHER ORDERED AND ADJUDGED** that plaintiffs be awarded punitive damages against the defendants in the amount of two hundred and fifty thousand dollars (\$250,000.00). **IT IS FURTHER ORDERED AND ADJUDGED** that the defendants take nothing of the plaintiffs and that their counter claim be dismissed on the merits.

DOUGLAS C. PALMER

Clerk of the Court

Eric L. Russo

By: Eric L. Russo

Deputy Clerk

Dated: February 2, 2016
Central Islip, New York

MANDATE

16-2439-cv
Lambe v. Atlas Solar Holdings LLC.

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF APPELLATE PROCEDURE 32.1 AND THIS COURT'S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION "SUMMARY ORDER"). A PARTY CITING A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

At a stated Term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York on the 1st day of September, two thousand seventeen.

Present: JON O. NEWMAN,
ROSEMARY S. POOLER,
PETER W. HALL,
Circuit Judges.

TROY LAMBE, SUNRAY SOLAR INC., MAX
DIVERSIFIED INC.,

Plaintiffs-Counter-Defendants-Appellees,

v.

16-2439-cv

ATLAS SOLAR HOLDINGS, LLC, YOSSEF KAHLON,
AKA JOSSEF KAHLON,

Defendants-Counter-Claimants-Appellants.

Appearing for Appellants: Kathryn C. Cole, Farrell Fritz, P.C.(James M. Wicks, Sarah M. Baird, *on the brief*), Uniondale, NY

Appearing for Appellees: Paul W. Verner, Verner Simon, New York, NY.

Appeal from the United States District Court for the Eastern District of New York (Wexler, J.).

ON CONSIDERATION WHEREOF, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the judgment of said District Court be and it hereby is **AFFIRMED**.

Atlas Solar Holdings, LLC and Yossef Kahlon (together, the “Kahlon Defendants”) appeal from (1) the February 2, 2016 judgment in favor of plaintiffs Troy Lambe, Sunray Solar Inc., and Max Diversified Inc. (together, “Plaintiffs”) entered in the United States District Court for the Eastern District of New York (Wexler, *J.*); (2) the January 29, 2016 order granting Plaintiffs’ motion for a directed verdict on the Kahlon Defendants’ counterclaim for fraud; and (3) the July 1, 2016 order denying the Kahlon Defendants’ motion to amend the judgment. We assume the parties’ familiarity with the underlying facts, procedural history, and specification of issues for review.

The Kahlon Defendants argue that the district court exceeded its discretion in not allowing them to seek a post-judgment setoff against the jury award pursuant to New York General Obligations Law § 15-108. We disagree. “[T]he New York Court of Appeals warned that ‘as an affirmative defense, General Obligations Law § 15–108(a) must be pled by a tortfeasor seeking its protection.’” *Schipani v. McLeod*, 541 F.3d 158, 161 (2d Cir. 2008) (citing *Whalen v. Kawasaki Motors Corp., U.S.A.*, 92 N.Y.2d 288, 292 (1998)). A party may move “at any point before final judgment is entered” to amend its answer to assert a setoff pursuant to Section 15-108. *Id.* at 159.

The Kahlon Defendants argue amendment of their answer was unnecessary because their answer already pled a setoff as an affirmative defense. Their answer pled, in relevant part, that:

The relief sought by Plaintiff against Defendants, if any be found, must be set off, reduced, abated and/or apportioned to the extent that Plaintiff’s actions or omissions or bad faith caused or contributed to the damages and/or to the extent that Plaintiff’s actions and/or omissions caused damage to Defendants.

App’x at 142.

This pleading is inadequate because the setoff it describes was to occur “to the extent that Plaintiff’s actions or omissions or bad faith caused or contributed to the damages” A plain reading of the defense, as pled, means any award to the Plaintiffs must be decreased to the extent that the Plaintiffs caused or contributed to the damages. The answer does not satisfy New York’s requirement that a Section 15-108 setoff be pled as an affirmative defense.


The district court did not exceed its discretion in denying the motion to amend post-judgment. “When the moving party has had an opportunity to assert the amendment earlier, but has waited until after judgment before requesting leave, a court may exercise its discretion more exactly.” *State Trading Corp. of India, Ltd. v. Assuranceforeningen Skuld*, 921 F.2d 409, 418 (2d Cir. 1990).

Moreover, the Kahlon Defendants failed to properly preserve this issue for appeal. The Kahlon Defendants make their argument regarding the district court’s denial of its motion to

amend in a footnote in their opening brief. Appellants' Br. at 36 n. 13. "We do not consider an argument mentioned only in a footnote to be adequately raised or preserved for appellate review." *United States v. Restrepo*, 986 F.2d 1462, 1463 (2d Cir. 1993). In their reply brief, the Kahlon Defendants reverse their position by stating in a footnote that they are not seeking to amend the answer. Appellants' Reply Br. at 7 n.5 ("we do not seek to amend our Answer.").

We have considered the remainder of the Kahlon Defendants' arguments and find them to be without merit. Accordingly, the judgment of the district court hereby is AFFIRMED.

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk


Catherine O'Hagan Wolfe

A True Copy

Catherine O'Hagan Wolfe, Clerk

United States Court of Appeals, Second Circuit


Catherine O'Hagan Wolfe

Basic Business Checking® IOLTA

Account number: [REDACTED] ■ March 1, 2016 - March 31, 2016 ■ Page 1 of 4

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Activity summary

Beginning balance on 3/1	\$7,293,871.45
Deposits/Credits	595,625.79
Withdrawals/Debits	- 5,066,300.78
Ending balance on 3/31	\$2,823,196.46
 Average ledger balance this period	 \$3,060,466.33

Account number: 5 [REDACTED]

VERNER SIMON INC
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New York account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 026012881

For Wire Transfers use

Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	\$350.92
Average collected balance	\$3,060,466.33
Annual percentage yield earned	0.14%
Interest earned this statement period	\$350.92
Interest paid this year	\$386.00
Total interest paid in 2015	\$240.94

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
3/11		Deposit Made In A Branch/Store	595,274.87		3,183,191.71
3/21		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
3/21		WT [REDACTED] Janet Lambe Sr#		320,250.00	2,834,351.71
		C [REDACTED] 5 Trn#1 [REDACTED] 57 Rfb#			
3/23		Wire Trans Svc Charge - Sequence: 1 [REDACTED] Sr#		30.00	
		Trn# [REDACTED] Rfb#			
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
Ending balance on 3/31					2,823,196.46
Totals			\$595,625.79	\$5,066,300.78	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.



IMPORTANT ACCOUNT INFORMATION

Effective April 1, 2016, your account will no longer be subject to a \$5 monthly service fee. This fee was netted against interest paid as allowable by law. The entire amount of interest earned on this account will be sent to the applicable State Foundation effective with the April 2016 remittance.

All other terms and conditions of your account will remain the same. If you have questions please contact your local banker or call the phone number listed at the top of your statement.

Overdraft Fee Waiver Clarification: We will waive any overdraft fees if both your ending daily account balance (posted balance) and your available balance (which includes pending transactions) are overdrawn by \$5 or less and there are no items returned for insufficient funds at the end of our nightly processing. This fee waiver is associated with the total overdrawn balance, not the dollar size of the transaction(s) contributing to the overdrawn balance. To find out more about online banking tools that Wells Fargo offers to help you manage and track your spending, visit wellsfargo.com/biz/online_banking. For additional information, see your Account Agreement, speak with a local banker, or call the phone number on the top of your statement.

Account number: [REDACTED] ■ March 1, 2016 - March 31, 2016 ■ Page 4 of 4



General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance
shown on your statement \$

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

	\$	_____
	\$	_____
	\$	_____
	+	\$ _____
.....	TOTAL	\$ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

..... TOTAL \$

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above - \$

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

This amount should be the same
as the current balance shown in
your check register

[illegible]

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Activity summary

Beginning balance on 5/1	\$4,336.85
Deposits/Credits	1,009,593.03
Withdrawals/Debits	- 594,043.03
Ending balance on 5/31	\$419,886.85

Average ledger balance this period \$687,684.38

Interest summary

Interest paid this statement	\$584.03
Average collected balance	\$687,684.38
Annual percentage yield earned	1.00%
Interest earned this statement period	\$584.03
Interest paid this year	\$584.56

Account number: 5 [REDACTED] 3

VERNER SIMON INC

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New York account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 026012881

For Wire Transfers use

Routing Number (RTN): 121000248

Account number: [REDACTED] 3 ■ May 1, 2018 - May 31, 2018 ■ Page 2 of 3

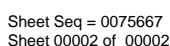
**WELLS
FARGO****Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
5/4		WT Fed#01499 Frost National Ban /Org=Suretec Insurance Company Srf# 2018050400004050 Trn#180504123616 Rfb#	1,003,557.18		
5/4		Wire Trans Svc Charge - Sequence: 180504123616 Srf# 2018050400004050 Trn#180504123616 Rfb#		15.00	
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
5/7		WT Fed#00262 Frost National Ban /Org=Suretec Insurance Company Srf# 2018050700000964 Trn#180507051834 Rfb#	5,442.82		
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
5/7		Wire Trans Svc Charge - Sequence: 180507051834 Srf# 2018050700000964 Trn#180507051834 Rfb#		15.00	1,008,985.85
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
5/16		Online Transfer to Verner Simon Inc Business Checking xxxxxx7097 Ref #lb04Lvxnm on 05/16/18		50,000.00	957,455.85
5/17		Wire Trans Svc Charge - Sequence: 180517053872 Srf# T [REDACTED] 2 Rfb#		30.00	
5/17		WT Fed [REDACTED] Janet Lambe Srf# Trn#1 [REDACTED] Rfb#		185,000.00	772,425.85
5/21		Wire Trans Svc Charge - Sequence: [REDACTED] Srf# [REDACTED] #		30.00	
5/21		Wire Trans Svc Charge - Sequence: [REDACTED] Srf# T [REDACTED] Rfb#		30.00	
5/21		[REDACTED] =Max Diversified Inc Srf# T [REDACTED] Rfb#		15,000.00	
5/21		WT [REDACTED] =Troy Lambe Srf# T [REDACTED] Rfb#		275,000.00	482,365.85
5/30		Wire Trans Svc Charge - [REDACTED] Srf# Trn [REDACTED] Rfb#		30.00	
5/30		WT [REDACTED] Troy Lambe Srf# Trn [REDACTED] Rfb#		62,449.00	419,886.85
5/31		Interest Payment	584.03		
5/31		Int Transferred to NY 000003377001239		584.03	419,886.85
Ending balance on 5/31					419,886.85
Totals			\$1,009,593.03	\$594,043.03	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**IMPORTANT ACCOUNT INFORMATION****Important information about legal process fees.**

The fee for legal order processing, which includes handling levies, writs, garnishments, and any other legal documents that require funds to be attached, remains \$125. The Bank will assess no more than a total of \$250 in legal process fees per account, per calendar month. Please note that the calendar month may not coincide with your statement cycle.



903

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF NEW YORK

3 -----X

4 TROY LAMBE, SUNRAY SOLAR, INC.,
and MAX DIVERSIFIED, INC.,

: CV-13-03126

5

Plaintiffs,

6

: United States Courthouse
Central Islip, New York

7

-against-

8 YOSSEF KAHLON, a/k/a JOSSEF
KAHLON, ATLAS Solar Holdings LLC,
9 ERICA T. YITZHAK, THE LAW
OFFICES OF ERICA T. YITZHAK,
and ERICA T. YITZHAK, ESQ., P.C.,

10

: January 29, 2016
9:30 a.m.

Defendants.

11

-----X

12

TRANSCRIPT OF TRIAL
BEFORE THE HONORABLE LEONARD D. WEXLER
13 UNITED STATES DISTRICT COURT JUDGE, and a jury

14

APPEARANCES:

15

For the Plaintiffs:

VERNER SIMON
30 Wall Street, 8th Fl.
New York, NY 10005
By: PAUL W. VERNER, ESQ.

17

18

19

For the Kahlon Defts:

LAW OFFICE OF MICHAEL BOTTON
1315 Main Street
Belmar, New Jersey 07719
By: MICHAEL BOTTON, ESQ.

20

21

22

THE LAW FIRM OF JAMES F. QUINN
626 RXR Plaza
Uniondale, NY 11556-0626

23

24

(Cont'd)

25

<p style="text-align: right;">904</p> <p>1 For the Yitzhak Defts: KAUFMAN DOLOWICH VOLUCK 2 135 Crossways Park Dr., Ste. 201 3 Woodbury, New York 11797 4 By: MICHAEL V. DeSANTIS, ESQ. 5 MEGAN E. YLLANES, ESQ. 6 BRET SCHER, ESQ. 7 8 Court Reporter(s): OWEN WICKER 9 PAUL LOMBARDI 10 100 Federal Plaza - Suite 1180 11 Central Islip, New York 11722 12 (631) 712-6102 13 14 15 16 17 18 19 20 21 22 23 24 25 Proceedings recorded by mechanical stenography; transcript produced by computer aided transcription</p>	<p style="text-align: right;">906</p> <p>1 MR. BOTTON: He has every right. 2 THE COURT: Put your stipulation in. 3 THE WITNESS: Obviously the parties, the Yitzhak 4 defendants and the plaintiffs will be exchanging general 5 releases. 6 The Yitzhak defendants will agree to pay the 7 remaining policy limits on her CNA professional liability 8 policy capped at \$650,000. 9 The plaintiffs are going to give CNA to 10 reconcile all bills and make sure we come out with the 11 exact number which will be no higher than \$650,000. 12 MR. VERNER: And no less than roughly -- 13 MR. SCHER: -- no less than 600,000, we believe. 14 MR. VERNER: Correct. 15 MR. SCHER: Part of that settlement, as I said, 16 there will be full exchange between the Yitzhak defendants 17 as well as the plaintiffs. 18 The Yitzhak defendants are also going to accept 19 a hold harmless from the plaintiffs. 20 MR. VERNER: Stipulated. 21 MR. SCHER: With respect to any potential claims 22 or actually claims that may be brought by the Kahlon 23 parties or their agents, attorneys, etcetera. As part of 24 that Ms. Yitzhak will agree to fully cooperate with the 25 plaintiffs with respect to the defense of any claim that</p>
<p style="text-align: right;">905</p> <p>1 M O R N I N G S E S S I O N 2 3 (Out of the presence of the jury. 4 THE COURT: All right. Let's go. 5 MR. VERNER: Your Honor, we've reached an accord 6 with the Yitzhak defendants. The parties would like to 7 put the settlement on the record now. 8 THE COURT: Go ahead. 9 MR. VERNER: The terms, are essentially we have 10 an uncertain limit in the policy so we'll ask for CNA to 11 provide a declaration with an itemization, rough, not 12 detailed, with their expenses out of the policy. The -- 13 I'll let Mr. Scher talk about the numbers. 14 THE COURT: Thank you. Who do you represent? 15 MR. SCHER: Bret Scher from Kaufman Dolowich & 16 Voluck on behalf of the Yitzhak defendants. 17 MR. BOTTON: Your Honor, may I say one thing. 18 There's been an offer with regards to a global settlement. 19 We're willing to walk away from the case to have 20 a global settlement and walk away today, however, 21 Mr. Verner was previously was open to that and at this 22 point is rejecting that with regards to the global 23 settlement and walk away. 24 THE COURT: Doesn't he have a right to object to 25 it?</p>	<p style="text-align: right;">907</p> <p>1 may be brought against her, that defense will be assumed 2 by the plaintiffs as well as their counsel Mr. Verner. 3 Ms. Yitzhak is agreeing that she will agree to a 4 liquidated damages penalty in the sum of \$350,000, if a 5 court of law finds that during the testimony in aid of her 6 defense of any future claim by the Kahlon parties, that 7 she committed perjury -- 8 THE COURT: Wait awhile. Say that again? 9 MR. SCHER: Ms. Yitzhak is agreeing if she was 10 to get sued by the Kahlon defendants in a litigation which 11 will be defended by Mr. Verner and his firm, if she were 12 to be found by any court of law to have committed perjury, 13 she would agree to the liquidated damages provision of 14 \$350,000, if found she committed perjury during defense of 15 that legal malpractice or whatever it may be. 16 Ms. Yitzhak also agreed she will not assert the 17 attorney-client privilege with respect to her 18 communications with Mr. Kahlon in the defense of that 19 action. 20 THE COURT: She will not? 21 MR. SCHER: Will not assert the attorney-client 22 privilege with respect to -- 23 THE COURT: There's only one trouble with that. 24 If he brings the lawsuit, he waives it. 25 MR. VERNER: As a matter of law it would be</p>

<p style="text-align: right;">908</p> <p>1 waived. That's our understanding.</p> <p>2 MR. SCHER: Both counsel understand that.</p> <p>3 Mr. Verner asked me to make that clear she would not come</p> <p>4 out and assert that and she will not.</p> <p>5 A representative of CNA within the next 30 days</p> <p>6 will provide Mr. Verner with an affidavit --</p> <p>7 MR. VERNER: If I can have the declaration</p> <p>8 within the next ten business days, the settlement will</p> <p>9 process within 30 days, I would think.</p> <p>10 MR. SCHER: Within the next 10 business days, a</p> <p>11 representative of CNA will have a declaration to Mr.</p> <p>12 Verner pursuant to Title 18 U.S.C. 1746, attesting to the</p> <p>13 amounts that have been depleted from the CNA policy,</p> <p>14 including expenses, attorney's fees, etcetera.</p> <p>15 MR. VERNER: Your Honor, I think it would be</p> <p>16 prudent to have both parties attest to their satisfaction</p> <p>17 of the settlement --</p> <p>18 THE COURT: Which parties?</p> <p>19 MR. VERNER: Both. Both plaintiffs and</p> <p>20 Ms. Yitzhak.</p> <p>21 THE COURT: You heard what was said by the</p> <p>22 lawyers?</p> <p>23 MS. YITZHAK: Yes, your Honor.</p> <p>24 THE COURT: You agree with it?</p> <p>25 MS. YITZHAK: Yes, I do, your Honor.</p>	<p style="text-align: right;">910</p> <p>1 problem with the settlement.</p> <p>2 MR. BOTTON: The UCC expires after a certain</p> <p>3 period of time.</p> <p>4 MR. VERNER: I don't know. We'll have to figure</p> <p>5 that out.</p> <p>6 THE COURT: I'll tell the jury that the</p> <p>7 defendant settled -- I cannot say that. It's just between</p> <p>8 the remaining defendant and plaintiff and we'll proceed.</p> <p>9 MR. VERNER: Thank you.</p> <p>10 MR. BOTTON: When we spoke about the progression</p> <p>11 of the trial yesterday with regard to co-counsel and we</p> <p>12 spoke to your clerk, we were anticipating coming back</p> <p>13 Monday to do the closing. I haven't prepared closings at</p> <p>14 this point because of the anticipation of a short day. I</p> <p>15 wanted to make sure we have time to do that.</p> <p>16 THE COURT: I'll give you enough time.</p> <p>17 MR. BOTTON: Thank you, your Honor.</p> <p>18 THE COURT: To prepare for the closing. Okay.</p> <p>19 We'll bring in the jury and tell them. So is</p> <p>20 there any more testimony?</p> <p>21 MR. VERNER: Not from Ms. Yitzhak. I had some</p> <p>22 rebuttal about a half hour with Mr. Lambe, and that's it.</p> <p>23 THE COURT: All right.</p> <p>24 MR. DESANTIS: Can we excuse ourselves now since</p> <p>25 we're out, your Honor?</p>
<p style="text-align: right;">909</p> <p>1 THE COURT: And you abide by it?</p> <p>2 MS. YITZHAK: Yes, your Honor.</p> <p>3 MR. SCHER: And there is this issue with respect</p> <p>4 to the defense claim under state law, and there may not be</p> <p>5 any additional coverage available under her policy.</p> <p>6 THE COURT: Okay. Now to the defendant</p> <p>7 remaining.</p> <p>8 What do you want to put on the record?</p> <p>9 MR. BOTTON: Your Honor, at this point, I mean,</p> <p>10 there was a willingness to engage in a global settlement</p> <p>11 with regards to all parties.</p> <p>12 THE COURT: There was a willingness right from</p> <p>13 day one and your client refused. They have a right to</p> <p>14 back out again because he hasn't accepted it. He can't</p> <p>15 play games and then at the last minute and say, okay, I'll</p> <p>16 take it now. It's withdrawn.</p> <p>17 There is nothing for him to go through but to go</p> <p>18 through the trial.</p> <p>19 MR. BOTTON: Yes, your Honor.</p> <p>20 MR. VERNER: For the record, your Honor,</p> <p>21 Mr. Lambe has just raised his concern he wanted the still</p> <p>22 existing UCC-1s extinguished by one of the filings. I</p> <p>23 explained to him Ms. Yitzhak cannot do that without the</p> <p>24 authority of her client, former client, Mr. Kahlon. We'll</p> <p>25 look for that relief in the future. That was the only</p>	<p style="text-align: right;">911</p> <p>1 THE COURT: You can be excused but I want the</p> <p>2 defendant to remain during the rest of the trial.</p> <p>3 MR. YITZHAK: Your Honor, would that require me</p> <p>4 to be present next week as well?</p> <p>5 THE COURT: It will require you not to be here.</p> <p>6 You don't have to be present today, but I want you to be</p> <p>7 here on Monday because I want to put something on the</p> <p>8 record with respect to your conduct. I'm not happy with</p> <p>9 it.</p> <p>10 I've read your file witness.</p> <p>11 MS. YITZHAK: Your Honor, I understand that.</p> <p>12 Monday afternoon I have a mandatory settlement in New York</p> <p>13 Supreme.</p> <p>14 THE COURT: I don't give a damn what you have.</p> <p>15 You will be here Monday morning at 9:30.</p> <p>16 MS. YITZHAK: Yes, your Honor.</p> <p>17 MR. VERNER: Your Honor, both CNA's counsel and</p> <p>18 myself were wondering whether we can have a conference</p> <p>19 with you in chambers before we proceed for two minutes?</p> <p>20 THE COURT: Sure.</p> <p>21 MR. VERNER: Thank you, your Honor.</p> <p>22 (Recess taken.)</p> <p>23 (Discussion held off the record in chambers.)</p> <p>24 (Continued.)</p> <p>25</p>

<p style="text-align: right;">912</p> <p>1 (Whereupon, the jury at this time enters the 2 courtroom.)</p> <p>3 THE COURT: Be seated. The delay in the 4 proceeding occurred. You'll notice that the defendant 5 attorney Yitzhak is not here with her lawyers. They are 6 gone. They are not part of the case anymore. You may not 7 consider why, when or how they are not. The case is 8 continuing against the plaintiff and Mr. Kahlon and his 9 corporation. So we're continuing just with that aspect.</p> <p>10 The other aspect, forget about. It's all over.</p> <p>11 The testimony that came in is part of the case.</p> <p>12 It is just that she as a defendant is no longer in the 13 case and you may not consider why, when or how.</p> <p>14 Does anyone have another witness to call?</p> <p>15 MR. VERNER: Your Honor, the plaintiff wanted to 16 call Mr. Lambe in rebuttal, but I'm assuming that the 17 defense rested?</p> <p>18 THE COURT: Defense rests?</p> <p>19 MR. BOTTON: We have rested, but we'll obviously 20 cross if he brings him up.</p> <p>21 MR. VERNER: I'm sorry. What did you say? I 22 didn't hear you.</p> <p>23 MR. BOTTON: We'll obviously cross if he takes 24 the stand.</p> <p>25 MR. VERNER: Of course.</p>	<p style="text-align: right;">Rebuttal - Lamb/Verner</p> <p style="text-align: right;">914</p> <p>1 Q When the business went out of business after the 2 letters that were sent to the three financiers NJR, Clean 3 Power and NRG, were you able to take advantage of this 4 agreement with this company?</p> <p>5 A No, sir, I was not.</p> <p>6 Q And explain the sequence of events which resulted in 7 you not being able to take advantage of this company's 8 offer?</p> <p>9 A Well, clearly losing my financial companies and my 10 ability to install my medium residential and small 11 commercial contracts restricted my ability to bring in 12 revenue with my company so I could continue on. These 13 particular type of projects take two to three years to 14 develop and install.</p> <p>15 There is some continuing paperwork in there. I 16 believe you will find, sir, that it is one project in 17 specific where all the engineering, the environmental 18 impact studies were done.</p> <p>19 MR. VERNER: We'll get to that, Mr. Lambe. I'm 20 trying to keep it short and sweet.</p> <p>21 THE WITNESS: I apologize.</p> <p>22 MR. VERNER: Pay particular attention, please.</p> <p>23 Q Explain to the jury when you lost the three financing 24 contracts, economically, financially, how did that impact 25 this piece of business?</p>
<p style="text-align: right;">Rebuttal - Lamb/Verner</p> <p style="text-align: right;">913</p> <p>1 THE COURT: You are still under oath.</p> <p>2 MR. LAMBE: Yes, your Honor.</p> <p>3 THE COURT: You don't have to be re-sworn.</p> <p>4 TROY LAMBE,</p> <p>5 having been previously sworn, resumed the stand 6 and testified further as follows.</p> <p>7 REBUTTAL EXAMINATION</p> <p>8 BY MR. VERNER:</p> <p>9 Q I will show you what is Bate stamped Lambe 04869, 10 it's down there on the bottom right-hand corner. I think 11 it's all in there. Do you recognize that document, sir?</p> <p>12 A Yes, I do.</p> <p>13 Q Could you tell the jury what it is?</p> <p>14 A That's an e-mail from one of the utilities, Scale 15 Development company, and it's an e-mail to my salesman at 16 Sunray, Mr. Esposito, saying Mike, let's me know what you 17 think, here are some other projects that we agreed to give 18 to Seth, Seth's group.</p> <p>19 Q Please explain who Seth's group is?</p> <p>20 A Seth's group is Sunray, and Seth was an employee of 21 Sunray.</p> <p>22 Q What kind of employee was he?</p> <p>23 A He was a utility salesman.</p> <p>24 Q A salesman, so he closed the deal?</p> <p>25 A That's correct.</p>	<p style="text-align: right;">Rebuttal - Lamb/Verner</p> <p style="text-align: right;">915</p> <p>1 A Simply put and shortly put, I had no more revenue 2 coming into the company so I could not sustain the company 3 to get there.</p> <p>4 Q Okay. Now look at the next page, sir. First of all, 5 on the top there is a whole bunch of numbers. Quickly 6 tell us what those mean?</p> <p>7 A Sure. Those are the individual projects that Verde 8 agreed to give Sunray Solar the installation work.</p> <p>9 Q 3.5 megs, 10 megs. What does that mean?</p> <p>10 A They equal 67 million watts, and the rate would have 11 been \$1 for the labor.</p> <p>12 Q 1.40 for the labor?</p> <p>13 A Yes.</p> <p>14 Q Do you have a markup on materials?</p> <p>15 A In this particular set of circumstances like NJR, I 16 would not be responsible for materials.</p> <p>17 Q No, correct?</p> <p>18 A No, correct.</p> <p>19 Q So the megawattage, explain again, I don't know if we 20 ever did this, what is the average New Jersey household 21 system size?</p> <p>22 A Typically the average residential size is somewhere 23 between nine and ten kilowatts, not because that is what a 24 residence uses. Typically that's the size the average 25 home would allow square footage-wise on a rooftop.</p>

SETTLEMENT AGREEMENT

THIS Settlement Agreement made as of the 25th day of February 2016 (hereinafter the “Settlement Agreement”) by and between TROY LAMBE, SUNRAY SOLAR INC., and MAX DIVERSIFIED, INC. , (collectively referred to herein as “LAMBE”), their predecessors and successors in interest, parents, subsidiaries, affiliates, directors, officers, shareholders, partners, associates, members, agents, contractors, servants, employees, attorneys, insurers, heirs, assigns, on the one hand, and, ERICA T. YITZHAK, THE LAW OFFICES OF ERICA T. YITZHAK, and ERICA T. YITZHAK, ESQ. P.C. (hereinafter collectively referred to as “YITZHAK DEFENDANTS”), their predecessors and successors in interest, law firms, parents, subsidiaries, affiliates, directors, officers, shareholders, partners, associates, members, agents, contractors, servants, employees, attorneys, insurers, heirs and assigns, on the other hand. LAMBE and the YITZHAK DEFENDANTS are collectively referred to as “the Parties” and individually as a “Party” for purposes of this Settlement Agreement.

WITNESSETH

WHEREAS, LAMBE commenced an action against YITZHAK DEFENDANTS and YOSSEF KAHLON a/k/a JOSSEF KAHLON, and ATLAS SOLAR HOLDINGS LLC, entitled Troy Lambe, et. al., v. Yossef Kahlon, et. al., case number 13-cv-03126 in the United States District Court for the Eastern District of New York (hereinafter “the Action”) alleging, *inter alia*, claims of tortious interference, defamation, malicious use/abuse of process, violation of Judiciary Law 487, malpractice, negligence, breach of contract, unauthorized UCC filings and primary facie tort;

WHEREAS, the YITZHAK DEFENDANTS interposed an Answer in the Action denying all allegations of wrongdoing set forth in the Complaint filed in the Action;

WHEREAS, all of the Parties to this Settlement Agreement believe that it is in their interests to resolve all of the claims asserted in the Action, without an admission or adjudication of any issue of fact or law, thereby eliminating the need to incur any further litigation expenses;

WHEREAS, the Parties herein agree, in complete resolution of all claims asserted in the Action as well as any other claims, past, present and future, and in consideration of the covenants promised by virtue of this Settlement Agreement and for other good and valuable consideration as set forth herein below, the Parties hereto agree as follows:

PAYMENT AND OTHER TERMS

In complete resolution of any and all claims between the Parties; payment shall be made by the YITZHAK DEFENDANTS and/or their professional liability insurer(s) in the amount of Six Hundred Eight Thousand Two Hundred Seventy Four Dollars and No Cents (\$608,274.87) (hereinafter the "Settlement Funds"), within twenty-one (21) days of execution of this Settlement Agreement by all Parties and Verner Simon providing a duly executed W-9, as follows:

(a) A check in the amount of Five Hundred Ninety Five Thousand Two Hundred Seventy Four Dollars and Eighty Seven Cents (\$595,274.87) payable to: "Verner Simon, Inc. f/b/o Sunray Solar, Inc., As Attorneys For Sunray Solar, Inc." and shall be delivered by Federal Express overnight delivery to Paul W. Verner, Verner Simon, Inc., 30 Wall Street, 8th Floor, NY, NY 10005 with a Tracking Number provided to Mr. Verner upon sending.

(b) A check in the amount of Thirteen Thousand Dollars and Zero Cents (\$13,000.00) payable to "Bouklas Gaylord LLP" which check shall be delivered to that firm at 400 Jericho Turnpike, Suite 226, Jericho, NY 11753, in satisfaction of an attorneys' lien filed in the Action, which lien shall thereby be extinguished by the payment said sum by the YITZHAK

DEFENDANTS in accordance with the Attorneys' Lien Settlement Agreement attached hereto as **Addendum A.**

DISCONTINUANCE AND RELEASE

In consideration of the payment and other consideration detailed in the prior section, LAMBE hereby releases and discharges the YITZHAK DEFENDANTS as well as their past and present partners, associates, principals, shareholders, directors, officers, members, attorneys, employees, agents, representatives, parents, subsidiaries, affiliates, divisions, predecessors or successors, partnerships or corporations, heirs, executors, administrators, successors, assigns and insurers from all claims asserted, or which could have been asserted, against the YITZHAK DEFENDANTS in the Action, as well as any and all claims LAMBE may have, or might have, against the YITZHAK DEFENDANTS, their past and present partners, associates, principals, shareholders, directors, officers, law firms, members, attorneys, employees, agents, representatives, parents, subsidiaries, affiliates, divisions, predecessors or successors, partnerships or corporations, heirs, executors, administrators, successors, assigns and insurers, existing up until and including the execution of this Settlement Agreement.

In consideration of the mutual agreements, covenants, conditions, representations and warranties set forth herein, and other consideration detailed in the prior section, the YITZHAK DEFENDANTS, on behalf of themselves as well as their past and present partners, associates, principals, shareholders, directors, officers, members, attorneys, employees, agents, representatives, parents, subsidiaries, affiliates, divisions, predecessors or successors, partnerships or corporations, heirs, executors, administrators, successors, assigns and insurers hereby release and discharge LAMBE from all claims asserted, or which could have been asserted, against LAMBE in the Action, as well as any and all claims the YITZHAK

DEFENDANTS, their past and present partners, associates, principals, shareholders, directors, officers, law firms, members, attorneys, employees, agents, representatives, parents, subsidiaries, affiliates, divisions, predecessors or successors, partnerships or corporations, heirs, executors, administrators, successors, assigns and insurers, may have, or might have, against LAMBE, existing up until and including the execution of this Settlement Agreement.

NO ADMISSION OF LIABILITY

It is hereby understood and agreed that this Settlement Agreement is the compromise of disputed claims and is not to be construed or interpreted in any way as an admission of liability on the part of any of the Parties, their predecessors and successors in interest, subsidiaries, parent corporations, affiliates, directors, officers, shareholders, partners, associates, members, agents, contractors, servants, employees, attorneys, insurers, heirs and assigns, such liability and/or responsibility being expressly denied.

CONFIDENTIALITY

At the Parties' mutual request, the Parties hereto represent, warrant and covenant that the terms of this Settlement Agreement are strictly confidential. This Settlement Agreement shall not be filed with any Court, except for the purposes of enforcement thereof. In the event that any Party or their respective attorneys receive an inquiry concerning the status or disposition of the Action, the response will be "all claims between the Parties have been resolved to the mutual satisfaction of the Parties." The nature and terms of this Settlement Agreement shall not be disclosed in said response. The Parties agree that they may reveal the terms of the settlement to their respective attorneys, insurers, auditors, regulatory authorities, taxing authorities, financial advisors or accountants (who shall agree to be bound by this confidentiality provision), or as otherwise required by law or subpoena or as agreed to in writing between the parties.

INDEMNIFICATION AND HOLD HARMLESS

LAMBE agrees to indemnify, defend, and hold harmless the YITZHAK DEFENDANTS, their servants, agents, employees, attorneys, legal representatives, insurers, heirs and assigns against any claim/lawsuit, or loss, damage or expense resulting by virtue of such claim/lawsuit, brought against the YITZHAK DEFENDANTS by JOSSEF KAHLON, ATLAS SOLAR HOLDINGS LLC or any companies or entities affiliated with JOSSEF KAHLON or ATLAS SOLAR HOLDINGS LLC for legal malpractice, negligence, contribution, indemnification, subrogation or other type of claim/lawsuit arising from the attorney-client relationship between the YITZHAK DEFENDANTS and JOSSEF KAHLON, ATLAS SOLAR HOLDINGS LLC or any companies or entities affiliated with JOSSEF KAHLON or ATLAS SOLAR HOLDINGS LLC, which was the subject of the Action and the underlying injuries/damages suffered by LAMBE that ultimately gave rise to the claims in the Action.

LAMBE agrees that in the event such claim/lawsuit is asserted against the YITZHAK DEFENDANTS by JOSSEF KAHLON and/or ATLAS SOLAR HOLDINGS LLC or any companies or entities affiliated with JOSSEF KAHLON or ATLAS SOLAR HOLDINGS LLC, LAMBE shall defend and indemnify the YITZHAK DEFENDANTS from any such claim/lawsuit on a concurrent basis, including all costs, expenses, and attorneys' fees attendant to the defense of such claims. LAMBE expressly agrees that the defense of any such claim against the YITZHAK DEFENDANTS shall be handled by LAMBE's counsel, Paul Verner, Esq. and the law firm of Verner Simon. The YITZHAK DEFENDANTS agree to cooperate fully with LAMBE and Verner Simon in the defense of any such claim. The YITZHAK DEFENDANTS further warrant that in the event that a New York State or Federal Court renders an Order or

Judgment determining that during the course of being defended and indemnified by LAMBE in accordance with the provisions of this paragraph the YITZHAK DEFENDANTS violated New York Penal Law §210.15 during any deposition or trial testimony, LAMBE shall be entitled to recover against the YITZHAK DEFENDANTS liquidated damages in the amount of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00).

The YITZHAK DEFENDANTS warrant that they will keep and maintain their original litigation file during their representation of JOSSEF KAHLON and/or ATLAS SOLAR HOLDINGS LLC for a period of no less than seven (7) years from the date of this Settlement Agreement and that in the event a claim/lawsuit is asserted against the YITZHAK DEFENDANTS by JOSSEF KAHLON and/or ATLAS SOLAR HOLDINGS LLC, LAMBE, the YITZHAK DEFENDANTS shall deliver to Verner Simon said file, including all attorney-client communications as may be contained therein in aid of the defense of the YITZHAK DEFENDANTS. Maintenance of the litigation file as described above is a material term of this Agreement and of the duty of LAMBE to indemnify the YITZHAK DEFENDANTS.

ENTIRE AGREEMENT/MERGER CLAUSE

This Settlement Agreement represents the entire understanding of the Parties and any previous communications, correspondence, memorialization of agreement and previous agreements are excluded from this Settlement Agreement and are not to be employed to construe this Settlement Agreement. This Settlement Agreement may only be modified in a writing subscribed by all Parties.

SEVERABILITY

If any provision of this Settlement Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect; however, the remaining provision shall be enforced to the maximum extent possible. Further, if a court should determine that any portion of this Settlement Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

INTERPRETATION

Should any provision of this Settlement Agreement require interpretation or construction, it is agreed by the Parties that the entity interpreting or constructing this Settlement Agreement shall not apply a presumption against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared the documents. This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to the principles of conflicts of law.

REVIEW BY COUNSEL

All Parties to this Settlement Agreement (whether represented by counsel or not) acknowledge that they: (a) have carefully read this Settlement Agreement in its entirety; (b) have had an opportunity to consider the terms of this Settlement Agreement for a reasonable period of time; (c) have had the opportunity to consult with their respective attorneys prior to executing this Settlement Agreement; (d) fully understand the significance of all of the terms and conditions of this Settlement Agreement and have discussed them with their respective legal counsel, or have had a reasonable opportunity to do so and elected to waive the right to do so; (e) have had answered to their satisfaction by their respective legal counsel any questions they may

have asked with regard to the meaning and significance of any of the provisions of Settlement Agreement; and (f) are signing this Settlement Agreement voluntarily and of their free will and agree to abide by all terms and conditions contained herein.

COUNTERPARTS/FACSIMILE

This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may be delivered to each Party and is enforceable as if signed in ink if signed and transmitted between the Parties in facsimile form.

[INTENTIONALLY LEFT BLANK]

STATE OF ~~NEW JERSEY~~ ^{Texas})
COUNTY OF ~~Travis~~ ^{Travis}) ss.:

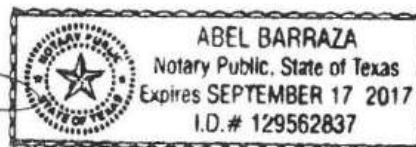


TROY LAMBE

On the 25th day of February 2016, before me TROY LAMBE personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.



NOTARY PUBLIC



STATE OF ~~NEW JERSEY~~ ^{Texas})
COUNTY OF ~~Travis~~ ^{Travis}) ss.:

SUNRAY SOLAR, INC.

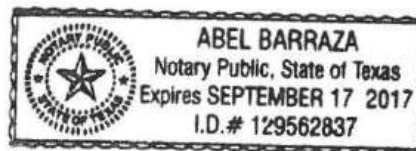


By: TROY LAMBE, President

On 25th day of February 2016, Troy Lambe appeared before me personally came to me known, who, by me duly sworn, did depose and say that deponent is the owner of SUNRAY SOLAR, INC. and which executed the foregoing Settlement Agreement, and that deponent signed deponent's name by like order.



NOTARY PUBLIC



Texas
STATE OF NEW JERSEY)
COUNTY OF Travis)

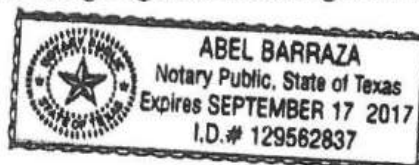
SS.:

MAX DIVERSIFIED, INC.


By: TROY LAMBE, President

On 25th day of February 2016, Troy Lambe appeared before me personally came to me known, who, by me duly sworn, did depose and say that deponent is the Owner of MAX DIVERSIFIED, INC. and which executed the foregoing Settlement Agreement, and that deponent signed deponent's name by like order.


NOTARY PUBLIC



STATE OF NEW YORK)
COUNTY OF _____) SS.:

ERICA T. YITZHAK


On the ____ day of February 2016, before me ERICA T. YITZHAK, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

NOTARY PUBLIC

Texas
STATE OF ~~NEW JERSEY~~)
COUNTY OF Travis)

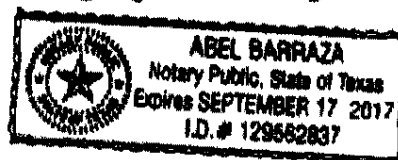
SS.:

MAX DIVERSIFIED, INC.


By: TROY LAMBE, President

On 25th day of February 2016, Troy Lambe appeared before me personally came to me known, who, by me duly sworn, did depose and say that deponent is the Owner of MAX DIVERSIFIED, INC. and which executed the foregoing Settlement Agreement, and that deponent signed deponent's name by like order.


NOTARY PUBLIC



STATE OF NEW YORK)
COUNTY OF Nassau) SS.:


ERICA T. YITZHAK

On the 29 day of February 2016, before me ERICA T. YITZHAK, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.


NOTARY PUBLIC

GIULIA PALERMO
Notary Public, State of New York
No. 02PA6288892
Certified in Rockland County
Commission Expires 9/9/17

VERNER SIMON

FIVE GREENTREE CENTRE
525 ROUTE 73 NORTH, SUITE 104
MARLTON, NJ 08053
(856) 817-6315 / (856) 817-6017 FAX

30 WALL STREET, 8TH FLOOR
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PLEASE REPLY TO: NEW YORK

pwverner@vernerlaw.com

October 17, 2017

VIA EMAIL

Mr. Troy Lambe
546 South Cooks Bridge Road
Jackson, NJ 08527

Ms. Erica Yitzhak, Esq.
17 Barstow Road, Suite 406
Great Neck, New York 11021

Re: *Kahlon v. Yitzhak, Lambe, Verner*
Index No. 609252/2017
Kahlon v. Yitzhak
Index No. 601659/2016.

Dear Troy and Erica:

This Retainer Agreement is being entered into between the Verner Simon ("the firm", or "we" or "us"), and you and your companies named in the above captioned litigation ("the client" or "you"). Please note that once this agreement is countersigned by you, it will constitute a legally binding contract.

First, as you know there was no initial retainer agreement in the case known as *Kahlon v. Yitzhak* - Index No. 601659/2016. That is because that case is being handled pursuant to the settlement agreement made in the *Lambe v Kahlon* federal litigation that went to verdict on February 1, 2016. This letter now covers that work but there will not be any billing statement to Erica under that Index number. See below.

Pursuant to the terms of the settlement made in federal court on or about January 29, 2016, the Lambe/Sunray parties will pay all legal fees and expenses and defend the Yitzhak parties against Kahlon's claims for negligence and legal malpractice. That is the Yitzhak Defense case.

The latest case (I call it the Shotgun Case) is a claim that Erica intentionally breach a fiduciary duty to Kahlon arising from an alleged joint defense agreement in the federal litigation. These too are frivolous claims but they were not technically what Troy agreed to pay for when he agreed to indemnify Erica against the legal malpractice claims.

VERNER SIMON

Mr. Troy Lambe
Ms. Erica Yitzhak, Esq.
September 29, 2017
Page 2 of 7

Considering the fact, I suggest that in representing us all, and hopefully getting us all dismissed forthwith, I charge Erica and Troy 1/3 each of my billable hour. The remaining third is for my benefit.

My state court billing rate is \$350 an hour (I charge \$450 for complex federal litigation). One third of that is \$116.66. So, I would track my time and charge each of you that figure per hour.

I expect to get us all dismissed in the same set of motion papers.

Now there are motions I need to make to get the appeal bond released. Obviously that work is for Troy and my benefit alone as we are looking to protect the judgment won against Kahlon. Accordingly, although that work will appear on billing statements, Erica's portion will show N/C (no charge) for that work.

The remaining terms are standard for retaining attorney services and are contained to formalize the agreement between us. We have conflict letter in place as well.

THE NATURE OF SERVICES TO BE RENDERED

This agreement confirms that you have retained this firm as your attorneys to act as counsel for you to defend the above captioned lawsuits.

The retainer fee required for our engagement (discussed below) does not include or apply to formal appearances and services rendered in courts; actions or proceedings other than the litigation for which this office has been retained described above. No appeals or post-judgment actions, proceedings, or applications will be handled unless the firm's representation is secured by execution of another separate Retainer Agreement.

TERMS OF REPRESENTATION

The client authorizes the firm to take any steps which, in the sole discretion of the firm are deemed necessary or appropriate to protect the client's interest in this matter. The client understands that no one member of the firm is being retained, but, rather the firm, as an entity is undertaking legal representation of the client pursuant to this retainer agreement and that the firm reserves the right to assign and delegate all aspects of such representation the firm, in its sole discretion, deems appropriate.

VERNER SIMON

Mr. Troy Lambe
Ms. Erica Yitzhak, Esq.
September 29, 2017
Page 3 of 7

The client agrees to fully cooperate with the attorneys, paralegals, clerks or other members of the staff of the firm which are assigned on the case. The client also agrees to follow all instructions and advice which bear upon ethical, strategic or tactical considerations or matters, as the same are determined solely within the discretion of the firm.

If the client fails or refuses to follow such advice or instructions of the firm in any respect, the client agrees that such failure or refusal shall be good cause for the law firm to withdraw its representation and the client hereby consents that the firm may so withdraw under such circumstances.

We shall provide you, should you desire it, with copies of correspondence and legal documents relating to your case and will keep you apprised of its status at all times.

PAYMENT OF FEES

You have agreed to a billing rate of \$350.00 per hour which shall be paid by the Lambes in the Yitzhak Defense case. In the Shotgun Case, the rate will be split into three or \$166.66 per hour for work done for our mutual benefit – the Lambes, Verner and Yitzhak.

Likewise \$150.00 will be billed for all associate attorney or local counsel time (if engagements of same are made) which will be split into 1/3 or \$50.00 per hour in the Shotgun Case.

The same thing applies to our paralegal rate which is \$50.00 per hour. The firm charges paralegal time for paralegal type work even if it is performed by an attorney.

The amount of our eventual fee will be based upon our regular schedule of established hourly time charges, along with any out-of-pocket disbursements (such as court costs, messenger services, transcripts of proceedings, long distance telephone calls, telefaxes, process service fees, mileage, deposition and court transcripts and excess postage) which are incurred in your behalf.

The client further understands that the hourly rates apply to all time expended relative to the client's matter, including but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or placed to the client, or otherwise made or had on the client's behalf or related to the client's matter, preparation, review and revision of correspondence, pleadings, motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to the client's matter, legal research, court appearances, conferences, file review, preparation time, travel time and any other time expended on behalf of or in connection with the client's matter.

VERNER SIMON

Mr. Troy Lambe
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September 29, 2017
Page 4 of 7

DISBURSEMENTS AND OUTSIDE CHARGES

In addition to the foregoing, your responsibility will include direct payment or reimbursement of this firm for disbursements advanced on your behalf, the same to include, but not necessarily be limited to, court filing fees, recording fees, charges of process servers, travel expenses, copying costs, messenger services, necessary secretarial overtime, transcripts and the customary fees of stenographers referable to examinations before trial in the event such examinations are utilized.

You have been advised that in order for us to properly protect your interests, it may be necessary to retain outside experts such as forensic experts, appraisers, actuaries, investigators and accountants. You will be responsible for the costs incurred for any such service which in some cases may have to be paid in advance depending upon the requirements of the particular expert. No expert shall be retained without your prior approval.

These costs will be split by 1/3.

ACCURACY OF INFORMATION

We have informed you that pursuant to court rule, we are required as your attorneys to certify court papers submitted by you which contain statements of fact, and specifically to certify that we are aware of no inaccuracies in the court submission. Accordingly, you agree to provide us with complete and accurate information which forms the basis of court papers and to certify in writing to us, prior to the time the papers were actually submitted to the Court, the accuracy of the court submissions which we prepare on your behalf and which you shall review and sign.

STATEMENT OF CLIENTS' RIGHTS AND RESPONSIBILITIES

Your attorney is providing you with this section to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this section carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

VERNER SIMON

Mr. Troy Lambe
Ms. Erica Yitzhak, Esq.
September 29, 2017
Page 5 of 7

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

Your attorney may not request a retainer fee that is non-refundable. That is should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate shall be made in good faith but may be subject to change due to facts and circumstances affecting the case:

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

VERNER SIMON

Mr. Troy Lambe
Ms. Erica Yitzhak, Esq.
September 29, 2017
Page 6 of 7

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

You have the right to be present in court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no. particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, and may request that one or more interest-bearing bank accounts be used.

You also are entitled to a written receipt, and a complete record, concerning the escrow.

When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you may have the right to seek arbitration. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

VERNER SIMON

Mr. Troy Lambe
Ms. Erica Yitzhak, Esq.
September 29, 2017
Page 7 of 7

ACKNOWLEDGMENT AND UNDERSTANDING

The client acknowledges that he or she has read this agreement in its entirety, has had full opportunity to consider its terms and has had a full and satisfactory explanation of same, and fully understands its terms and agrees to such terms. The client further acknowledges that you have been provided with and read a Statement of Client's Rights and Responsibilities, a copy of which is contained in this Retainer Agreement.

Kindly indicate your understanding and acceptance of the above by signing and returning the duplicate original of this letter.


We appreciate the opportunity to serve you and I look forward to working with you.

Very truly yours,
VERNER SIMON



PAUL VERNER

**I HAVE READ AND UNDERSTAND THE ABOVE
AND ACCEPT ALL OF ITS TERMS.**



Erica Yitzhak for herself and her law firm
Defendants

Dated: 10/18/17



Troy Lambe for Himself and Sunray Solar
and Max Diversified

Dated: _____

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Date Purchased

-----X
TROY LAMBE,

Index No.

Plaintiff,

SUMMONS WITH NOTICE

-against-

PLAINTIFF DESIGNATES
New York County as the
Place of Trial

PAUL WILLIAM VERNER, VERNER and SIMON,
VERNER and SIMON, P.C., VERNER and SIMON,
LLP,

The basis of venue
is CPLR § 503 and 509

Defendants.

-----X County of New York

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the service of the summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: New York, New York
November 14, 2022



Andrew Lavoott Bluestone
80 Chambers Street 8th Floor
New York, New York 10007
(212) 791-5600
alb@bluestonelawfirm.com

NOTICE: The relief sought is money damages in Legal Malpractice, Breach of Fiduciary Duty and Breach of Contract. **Upon your failure to appear, judgment will be taken against you by default for a sum of \$ Two Million (Two Million Dollars) and in excess of the jurisdiction of all lower courts, with interest and the costs of this action.**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Date Purchased

-----X
ERICA T. YITZHAK, THE LAW OFFICES OF ERICA
T. YITZHAK and ERICA T. YITZHAK, Esq. P.C., ,

Index No.

Plaintiff,

SUMMONS WITH NOTICE

-against-

PAUL WILLIAM VERNER, VERNER and SIMON,
VERNER and SIMON, P.C., VERNER and SIMON,
LLP,

PLAINTIFF DESIGNATES
New York County as the
Place of Trial

The basis of venue
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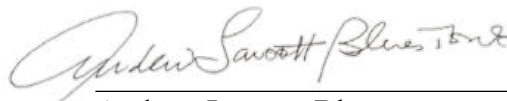
Defendants.

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CLIENT NAME: LAMBE FILE NO.: 982.010 MATTER: LAMBE v KAHLON

[illegible]

From: [Troy Lambe](#)
To: [Paul Verner](#)
Subject: Re: Delay
Date: Thursday, March 10, 2016 8:47:36 PM

No worries Paul, have a safe trip brother. Thanks for the update.

On Thu, Mar 10, 2016 at 2:47 PM, Paul Verner <pwverner@vernerlaw.com> wrote:

I should be able to deposit the check today though unless I get delayed past 6 pm

PAUL W. VERNER ■ VERNER SIMON

30 Wall Street, 8th Floor

New York, NY 10005 ■ Tel: [\(212\) 502-5500](tel:(212)502-5500) ■ Fax: [\(212\) 502-5400](tel:(212)502-5400)

Five Greentree Centre ■ 525 Route 73 North, Suite 104

Marlton, NJ 08053 ■ Tel: [\(856\) 817-6315](tel:(856)817-6315) ■ Fax: [\(856\) 817-6017](tel:(856)817-6017)

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Troy Lambe
360 Energy Solutions Inc
www.360energy.us

Cell 732 833 3481
Office 844 360 3601



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From: [Troy Lambe](#)
To: [Paul Verner](#)
Subject:
Date: Wednesday, March 16, 2016 2:04:12 PM
Attachments: [JanetTD.txt](#)

Paul, here is Janet's account information attached

Please try to get the billing done so we can discuss and finalize this portion of the case and move the funds as we agree to.

Thanks for the heads up on \$\$ clearing brother.
Best,

Tyler lands at 9 PM tonight :)

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CASE	BILL	BILL DATE	2018-5-6 PAYMENTS	CREDITS/ ESCROW	BALANCES
MAIN ACTION 982.010	\$336,333.00	2018-5-6	(\$336,333.00)	00	00
MAIN ACTION APPEAL	\$40,000.00	2018-5-6	(\$40,000.00)	00	00
SHOTGUN 982.010D	\$35,962.00	2019-5-10	(\$20,000.00)	1/3 (\$11,987.33) ***	\$ 3974.67
SHOTGUN LOCAL COUNEL 982.010D	\$15,962.02	2019-5-10	(\$10,750.00)	1/3 5320.67***	(\$ 108.65)
YITZHAK 982.010C	\$95,985.66	2020-1-5	(\$14,500.00)	(\$50,000.00)	\$31,485.66
BASSIE 982.010GGG	\$22,435.00	2020-1-21	(\$14,000.00)		\$ 8435.00
VACCA 982.010G	\$ 3325.00	2020-1-21	(\$ 3300.00)		\$ 3325.00
NJ DEFAMATION 982.010E	\$32,870.00	2020-1-24		(\$15,000.00)	\$17,870.00
SOVEREIGN BANK 982.010GG	\$14,314.50	2020-1-24	(\$10,000.00)		\$ 4,314.50
AMEX 982.010GGGG	\$ 945.00	2020-1-24	00	00	\$ 945.00
LANDLORD 982.010I	\$ 4760.00	2020-1-24	(\$ 3000.00)	00	\$ 1760.00
CORPORATE MURDER 982.010H	\$0				\$0
GUN PERMIT 982.010J	\$0				\$0
ISO/ FLA JV AGREEMENT REVIEW 982.010K	\$0				\$0
TJ MANAGEMENT/ED GURIN* 982.010L				(\$ 5000.00)	
BOTTON/QUINN NEGLIGENCE** 982.010M					
PERSONAL LOAN				(\$15,000.00)	
*Not started, (see Kahlon Depo taking responsibility for Ed) can be structured as an indemnity suit					

for attorneys' fees and damages at end of Yitzhak					
** Not filed – per PV report, not a beneficial action but to be used as defense					
*** Yitzhak's portion					
					\$ 72,001.18
TOTALS	\$226,559.18		(\$ 75,550.00)	(\$102,308.00)	\$ 48,701.18

From: [Paul W. Verner](#)
To: [Troy Lambe](#)
Subject: Fees
Date: Tuesday, May 15, 2018 3:10:00 AM
Attachments: [MEMO FINAL BILLING w \\$50k.docx](#)

This Memo has a corrected Table. I forgot to add a reserve for the Yitzhak defense.

Here is a memo for your review.

I'll send the draft bills after I print them tomorrow morning.

PAUL W. VERNER ■ VERNER SIMON

30 Wall Street, 8th Floor ■ New York, NY 10005
Tel: (212) 502-5500 ■ Fax: (212) 502-5400

Five Greentree Centre ■ 525 Rt. 73 North, Suite 104 ■ Marlton, NJ 08053
Tel: (856) 817-6315 ■ Fax: (856) 817-6017

MEMO

TROY & JANET LAMBE

RE: FINAL BILLING AFTER KAHLON BOND COLLECTION

DATE: MAY 1, 2018

Background:

1. The Retainer Agreement of March 26, 2014 (attached) at \$400 per hour, was converted April 20, 2015 (attached) to \$200 per hour plus 17% of net recovery (net recovery = gross recovery less costs incurred).
2. Gross recovery of \$595,274.87 from Yitzhak resulted in a payment to Verner of \$215,000 (reimbursed expenses were included in this sum) and a payment of \$320,250.00 to the clients **leaving (\$60,000) in Verner escrow** for possible judgment claim resolution.
3. We agreed to a 1/3 fee plus expenses incurred on Yitzhak's settlement money because the piecemeal collection from Yitzhak, with Kahlon sure to be on the horizon, plus my big hours up to and including the trial, made it impossible to calculate a fee precisely in March 2016.
4. I have approximately 2000 total hrs booked on the Kahlon case since March 2014. At \$200 that's a figure of **\$400,000**. Plus 17% of 1.6 million is **\$272,000**. Total would be **\$672,000**. That is *obviously too much* when you consider that 1/3 of the whole \$1,600,000 is **\$533,000**.
5. 33.33 % of \$1,009,000 = **\$336,333** for the Kahlon portion of the settlement. I will agree to that figure if you do. But there are additional considerations for which we have to account.
 - a. **Appeal** – The Retainer Agreements did not cover the appeal work. In fact, it is specifically excluded and denoted as additional/separate work. I spent about 100 hours on that which at \$400 is **\$40,000** and the printers' bill is approx **\$3000** (I'm looking for it);
 - b. Plus we need to address the following cases (non-of which can be precisely billed until I run my bills which I intend to do around May 30):
 - i. **Bassie** – total time is approx. **\$14,120** as of now (see attached draft bill);

RE: FINAL BILLING AFTER KAHLON BOND COLLECTION

Page 2

- ii. **Yitzhak Defense** – total time is approx. **\$14,200** as of now (see attached draft bill). We need to keep a Retainer on account to cover defense costs. I think we are going to end up throwing **\$50,000** at the defense but that we should be able to get Quinn and Botton's carriers to pay a settlement OR will use them at summary judgment motion to argue that their negligence was the proximate cause of Kalon's alleged damages;
- iii. **Kahlon Shotgun Case** - total time approx. is **\$20,040** as of now (see attached draft bill);
- iv. **Local Counsel fees** – approx. **\$10,750** as of now (see attached LC bills)(we need to pay these soon, collect Yitzhak's portion and determine how to reduce fees until we get dismissed hopefully;
- v. **Vacca** – I closed this case a while ago. Have approx. **\$3,320.00** in a draft bill to be finalized (see attached draft bill);
- vi. **Kahlon's Defamation Lawsuit** - we have a Retainer Agreement for \$400 per hour. I have already moved it to federal court and will soon have to answer and/or move to dismiss. As said in a prior report, don't know if we can get dismissed on a motion yet. Various strategies have to be assessed and chosen. You probably want to leave a Retainer deposit with me of **\$15,000**;
- vii. **Lambes v. Ed and TJ Management** – Now that the money is in, we can safely start this lawsuit. I can't yet tell whether the defendants have assets but we can certainly make their life miserable or try to. I suggest a hourly fee at \$300 plus 15% of the recovery. This may be converted to full contingency if we find that they have assets. **\$5000** Retainer requested.
- viii. **Soveriegn/AmEx/Landlord** – these rough draft bills are **\$4,960, \$2300** and **\$3,680** respectively. These are probably ½ of the true hours which I have to go through my emails and written files to be precise. We need to engage in a campaign to negotiate 10% on the dollar settlements.

RE: FINAL BILLING AFTER KAHLOH BOND COLLECTION

Page 3

The following Table adds things up approximately:

ACTION	FEES	RETAINER/EXTRA FOR FINAL BILL	COSTS	NOTES
Main Case	\$336,333			
Appeal	\$40,000		\$3000	
Bassie	\$14,000			
Yitzhak	\$14,500	\$50,000		
Shotgun	\$20,000			(\$6666) (1/3 of this is my portion)
Local Counsel	\$10,750			
Vaca	\$3300			
Defamation		\$15,000		
TJ Suit		\$5000		
Collections Cases	\$10,000	\$3000		
Escrow				(\$60,000) You can leave it with me or put it in your account
SubTotals	\$448,883	\$73,000	\$3000	\$524,000
TOTAL				\$457,334

I'll call around 10 am to discuss.

Paul

From: [Troy Lambe](#)
To: paulwverner@vernerlaw.com
Subject: Re: Fees
Date: Wednesday, May 16, 2018 11:47:42 PM

dude scratch that last attached document your math is incorrect. Please see attached, you made an error not in your favor just deduct the total in red from the 1m9k see balance, add credits its 537,449 to us not 577,449

\$1,009,000.00	Fees	Escrow	Costs	Verner	Credits
	\$336,333.00	\$50,000.00			\$40,000.00
	\$40,000.00	\$15,000.00			\$6,666.00
	\$14,000.00	\$5,000.00			\$6,666.00
	\$14,500.00	\$3,000.00			
	\$20,000.00				
	\$10,750.00				
	\$3,300.00				
	\$10,000.00				
	-\$448,883.00	-\$73,000.00	-\$3,000.00	-\$624,883.00	\$53,332.00
				\$484,117.00 Lambes	
				\$53,332.00 Added credits	
				\$537,449.00 Lambes	
				-\$185,000.00 Janet	
				\$352,449.00 Balance Lambes	

On Wed, May 16, 2018 at 3:19 PM, Paul W. Verner <paulwverner@vernerlaw.com> wrote:

PS – I’m going to be taking a break for about a week but I’ll have a todo list for your review on all the open items. We can start attacking them one by one. Regards.

Troy/Janet - I think these calculations are all correct now. Double check and if I haven’t made an error, please sign the Table to authorize the wire transfer and return it by email with banking instructions.

Unless you are already at the Harley Dealer, in which case I can surely wait.

I have to get a letter out the door, then I am shutting the phones and finishing with your \$. OK?

Yea you are absolutely right. Erica pays \$6666.00 .

Let me send you a revised table.

PAUL W. VERNER | VERNER SIMON

30 Wall Street, 8th Floor | New York, NY 10005

Tel: (212) 502-5500 | Fax: (212) 502-5400

Five Greentree Centre | 525 Rt. 73 North, Suite 104 | Marlton, NJ 08053

Tel: (856) 817-6315 | Fax: (856) 817-6017

From: Troy Lambe <troylambe@gmail.com>

Sent: Wednesday, May 16, 2018 1:06 PM

To: paulwverner@vernerlaw.com

Subject: Re: Fees

Hey man, setting everything up..I have on question on the fees..you put 20k on the sheet for

the "Shotgun Case" and then you placed a \$6666 credit (1/3rd) why am I paying for 2/3rd's? shouldn't you credit me 6666 x 2? Erica should be paying that other 6666 not me?

I am just about ready to provide you banking instructions..I want to have you do the collections settlement the fees are fine...but I want 10% of 198k (judgement totals combined) kept in your trust/escrow account to settle claims.

So I think you should credit me Eric's portion of the Shotgun Case (\$6666)...and withhold \$19,800 for settlement payout in your escrow account for me..

I am willing to give JT 2.5% at most of MY net recovery amount you send. (FYI) reminding him there will be another round coming..

Later man..

Much Love..

On Tue, May 15, 2018 at 5:47 PM, Paul W. Verner <paulwverner@vernerlaw.com> wrote:

What time do you want to talk?

I haven't seen your numbers yet.

Sending small invoices and retainers over in next few emails if you need them. Let me know if not.

Paul

Hi. Cant see straight yet.

Have a pinched nerve and cant raise my arm over my head without severe pain.

Plus I just see an email saying I have to be ready to receive a call from a judge from 10 to 12 pm.

Can we push the call down? 2 pm ET?

PAUL W. VERNER | VERNER SIMON

[30 Wall Street, 8th Floor | New York, NY 10005](#)

Tel: (212) 502-5500 | Fax: (212) 502-5400

Five Greentree Centre | [525 Rt. 73 North, Suite 104 | Marlton, NJ 08053](#)

Tel: (856) 817-6315 | Fax: (856) 817-6017

From: Troy Lambe <troylambe@gmail.com>

Sent: Tuesday, May 15, 2018 6:46 AM

To: paulwverner@vernerlaw.com

Subject: Re: Fees

Hey brother, you stayed up late! Thanks for doing this, its really about 58k over my expectations.(not bad) :0)... however what's missing is what I believe is the most important going forward is the suit for this exparte' debacle I WANT their asses for what they have done to us both financially by way of the delays, the additional fees bestowed upon us to fight and for the extreme financial and emotional stress caused by their actions. breech of contract, intentional tort and what the fuck else your great lawyer ass says they

did!

TTYs bro

On Tue, May 15, 2018 at 3:10 AM, Paul W. Verner <paulwverner@vernerlaw.com> wrote:

This Memo has a corrected Table. I forgot to add a reserve for the Yitzhak defense.

Here is a memo for your review.

I'll send the draft bills after I print them tomorrow morning.

PAUL W. VERNER | VERNER SIMON

[30 Wall Street, 8th Floor | New York, NY 10005](#)

Tel: (212) 502-5500 | Fax: (212) 502-5400

Five Greentree Centre | [525 Rt. 73 North, Suite 104 | Marlton, NJ 08053](#)

Tel: (856) 817-6315 | Fax: (856) 817-6017

|



INVOICE

Invoice # 237
Date: 01/05/2020
Due Upon Receipt

Verner Simon

Troy Lambe
SunRay Solar, Inc.
546 South Cooks Bridge Road
Jackson, NJ 08527

982.010B Yitzhak Defense

982.010B Yitzhak Defense

Type	Date	Description	Quantity	Rate	Total
Service	03/11/2016	Email: Email exchange with Yitzhak re Kahlon informing her he will be suing. Draft responsive email; and draft letter for Yitzhak to Kahlon, telephone to Brett Scher, report to Lambe	1.70	\$350.00	\$595.00
Service	03/14/2016	Receive & Review: Reviewed email from Yitzhak to Kahlon. Re: legal action against Yitzhak and naming of attorney; telephone call to Lambe	0.30	\$350.00	\$105.00
Service	03/23/2016	Receive & Review: Received notice of filing. Summons and complaint of Yitzhak from Kahlon	0.20	\$350.00	\$70.00
Service	03/28/2016	Email: Lengthy email exchange with Yitzhak over Kahlon summons and complaint served on her; emails back and forth re original client file; review complaint; discuss same with Lambe	2.10	\$350.00	\$735.00
Service	04/05/2016	Email: Email exchange with Yitzhak about location of original file; discussed of Kahlon and his direction	0.80	\$350.00	\$280.00
Service	04/06/2016	Email: Continued emails with Yitzhak and Mike DeSantis for whereabouts of original file. CC to Lambe	1.70	\$350.00	\$595.00
Service	04/07/2016	Email: Email exchange with client with Fed Ex bill for discovery.	0.20	\$350.00	\$70.00
Expense	04/07/2016	E107 Delivery services/messengers	1.00	\$34.00	\$34.00
Service	04/10/2016	Email: Email exchange with Yitzhak re: call and when answer will be e filed	0.40	\$350.00	\$140.00
Service	04/12/2016	Email: Email exchange with client about extension of time of answer. Have Yitzhak read over privilege log	0.40	\$350.00	\$140.00

		and review draft letter to 3 financiers in NJ from Lambe case			
Service	04/13/2016	Email: Email exchange with Bock about stipulation. Reviewed executed Stip from Bock.	0.40	\$350.00	\$140.00
Service	04/14/2016	Receive & Review: Received notice of filing stipulation re Answer	0.10	\$350.00	\$35.00
Service	04/18/2016	Receive & Review: Reviewed Atlas Letter drafts from Yitzhak.	0.70	\$350.00	\$245.00
Service	04/19/2016	Receive & Review: Recieved notice of filing(Stipulation-Time to Answer)	0.20	\$350.00	\$70.00
Service	04/25/2016	Draft: Draft and file Removal Petition; conflict letter and acknowledgement of service	3.80	\$350.00	\$1,330.00
Service	04/28/2016	Draft Pleading: Drafted Answer to Complaint plus third party pleadings against Lambe/Sunray for declaratory judgment; purpose to create diversity and federal case jurisdiction to get cases back in front f Judge Wexler; discussions with Lambe and Yitzhak re same. Efiling of third party pleadings and service of same.	4.90	\$350.00	\$1,715.00
Service	05/03/2016	Receive & Review: Recieved notice of filing.(Answer, Complaint and Summons (Pre Riji) (Amended)) Filed by Verner.	0.30	\$350.00	\$105.00
Service	05/04/2016	Email: Sent pleadings to Lambe. Discussion of next to come and talk of Sunray.	0.40	\$350.00	\$140.00
Service	05/04/2016	Receive & Review: Received notice of removed docs. (Complaint and Summons)	0.20	\$350.00	\$70.00
Service	05/17/2016	Receive & Review: Recieved notice of consent	0.10	\$350.00	\$35.00
Service	05/23/2016	Receive & Review: Recieved notice of filings. (PRELIMINARY CONFERENCE REQUEST AFFIRMATION/AFFIDAVIT OF SERVICE RJI -RE: REQUEST FOR PRELIMINARY CONFERENCE)	0.10	\$350.00	\$35.00
Service	05/27/2016	Email: Email from Yitzhak asking about plan.	0.20	\$350.00	\$70.00
Service	06/21/2016	Draft Letter: Draft conflict of interest letter and sent to clients for review.	2.30	\$350.00	\$805.00
Service	06/21/2016	Draft acknowledgment of service for Troy Lambe	0.20	\$350.00	\$70.00
Service	06/21/2016	Email: (21) Various and from clients re: initial DMC assignmet notice, Lambe letter of acknowledgemet, third party summons, conflict letter signed,	1.50	\$350.00	\$525.00
Service	06/21/2016	Email: Correspondence sent from Lambe.	0.60	\$350.00	\$210.00
Service	06/22/2016	Email: Various emails (10) to and from clients re: Notice of removal letter pt.1, pt2. pt3, Conflict letter signed TL-1 signed by Yitzhak,	1.40	\$350.00	\$490.00

Service	06/23/2016	Email: Various emails (12) to and from clients re: Affirmation of Service, Settlement agreement, Nassau Complaint pt1, pt2, pt3,	1.50	\$350.00	\$525.00
Service	06/23/2016	EF: Efilng of various papers re Notice of Removal; telephone call to clerk	0.90	\$350.00	\$315.00
Service	06/28/2016	Email: Various to and from clients re: Conference is to occur in the removed Kahlon v. Yitzhak case, Review order reassigning case for Judge Wexler.	1.10	\$350.00	\$385.00
Service	06/30/2016	Email: Various to and from clients re: goals and strategies for Yitzhak malpractice case, report to clients after court.	0.70	\$350.00	\$245.00
Service	07/01/2016	Court Hearing: Court appearance post removal before Judge Wexler in federal court for a status conference. Wexler set briefing schedule on Motion to Remand to be filed by Kahlon. Includes travel to Central Islip.	6.50	\$350.00	\$2,275.00
Service	07/05/2016	Email: Received notice of filing. (Minute Entry for proceedings held before Judge Leonard D. Wexler: Status Conference held on 7/1/2016. Plaintiff(s) represented by Jennifer J. Bock, Esq. Defendant(s) represented by Paul W. Verner, Esq. Plaintiff is permitted to move to remand this action to State Court in accordance with the following briefing schedule: initial papers shall be served by August 1, 2016; opposition papers shall be served by September 6, 2016; reply papers shall be served by September 16, 2016. In accordance with the Court's rules, all papers shall befiled, via ECF, on the reply date of September 16, 2016, with courtesy copies provided to Chambers by the movant. Proceedings concluded. (Court Reporter Paul Lombardi.) (Russo, Eric) Notice of Appearance by Joeckel	0.60	\$350.00	\$210.00
Service	07/11/2016	Email: Email exchange with Yitzhak re: Kahlon and court on Friday July 1 (7/10-7/11)	0.90	\$350.00	\$315.00
Service	07/20/2016	Receive & Review: Received notice of change of contact information by Joeckel.	0.40	\$350.00	\$140.00
Service	08/01/2016	Email: Various to and from clients and opposing attorney re: Motion for Remand and an Award of Attorneys' Fees, Memorandum of Law.	0.50	\$350.00	\$175.00
Service	08/01/2016	Receive & Review: Received discovery from Joeckel. (remand Motion cover Letter, Declaration remand, Exhibits, Remand memo, Not Mot Remand) All PDF copies, hard copies follow	1.70	\$350.00	\$595.00
Service	09/06/2016	Email: Various to and clients and opposing attorney re: request opposition to serve remand motion, Extension of Time to File Response/Reply to Motion for Remand by Troy Lambe, Order granting [158] Motion to	0.60	\$350.00	\$210.00

		Adjourn Conference. The proceeding scheduled for 9/7/16 is adjourned to 9/21/16 at 10:30 a.m,			
Service	09/07/2016	Email: Received notice of filing.(Motion for Extension of Time, Response of Opposition, Order granting Motion extending time.) 9/6-9/7	0.50	\$350.00	\$175.00
Service	09/08/2016	Draft Motion: Draft opposition on motion to remand; legal research	4.00	\$350.00	\$1,400.00
Service	09/14/2016	Email: Various to and from clients and attorney re: Declaration in Opposition to the Kahlon Plaintiffs' Motion to Remand, and updates	0.50	\$350.00	\$175.00
Expense	09/19/2016	E107 Delivery services/messengers: Federal Express - copies of briefs to Kahlon's attorney for filing.	1.00	\$67.29	\$67.29
Service	10/07/2016	Email: Various to and from clients and opposing attorney, re: Various motions, declaration and...to stay/ go to federal court	0.60	\$350.00	\$210.00
Service	06/27/2017	Telephone Conference Client: Telephone call from Yitzhak re status	0.20	\$350.00	\$70.00
Service	06/27/2017	Email: Email exchange with client about status.	0.40	\$350.00	\$140.00
Service	09/01/2017	Receive & Review: Receive Order remanding case to Judge Drisscoll; analysis- discussion with clients; emails	1.20	\$350.00	\$420.00
Service	09/06/2017	Receive & Review: Receive Wexler's Order remanding case to state court; email to clients re: same	0.70	\$350.00	\$245.00
Service	09/08/2017	Email: Email exchange with Lambe re:Wexler Remand to Nassau: attorneys fees, and future decisions on Yitzhak. Same conversation with Yitzhak	0.90	\$350.00	\$315.00
Service	09/13/2017	Telephone Conference Client: Telephone conference E Yitzhak	0.40	\$350.00	\$140.00
Service	09/21/2017	Research: Researched the prior action against DeSantis filed by Kahlon and the decision dismissing same; pull all court papers; read and analyze same	4.30	\$350.00	\$1,505.00
Service	09/25/2017	Research: Research Justice Parga, DeStefano and Driscoll; notes to file	3.10	\$350.00	\$1,085.00
Service	09/26/2017	Receive & Review: Received notice of filing. Letter/ Correspondence to Judge	0.10	\$350.00	\$35.00
Service	10/02/2017	Draft Motion: Draft motion to transfer and consolidate the remanded Yitzhak Defense case with the Kahlon Shotgun case; various conference calls with the attorneys for Scher and DeSantis	4.80	\$350.00	\$1,680.00
Service	10/03/2017	Receive & Review: Received notice of filing. Letter/ Correspondence to Judge, Exhibits A-H	0.10	\$350.00	\$35.00

Service	10/04/2017	Receive & Review: Received notice of filing. Letter to Judge, and ewatch alert :The Clerk's docket comments concerning this case have been updated to the following: CASE REMANDED BACK TO NASSAU COUNTY SUPREME COURT BY LEONARD D. WEXLER, UNITED STATES DISTRICT COURT.	0.20	\$350.00	\$70.00
Service	10/04/2017	Receive & Review: Receive opposition to my motion to transfer and consolidate; note for reply	1.80	\$350.00	\$630.00
Service	10/05/2017	Receive & Review: Received notice of filing. (Judgement for Attorneys Fees)that plaintiffs Yossef Kahlon and Atlas Solar Holdings request for attorneys fees is granted; and that judgment is hereby entered for plaintiffs Yossef Kahlon and Atlas Solar Holdings, LLC and against defendants/third-party plaintiffs Erica T. Yitzhak, The Law Offices of Erica T. Yitzhak, and Erica T. Yitzhak Esq., P.C., and third-party defendants Troy Lambe and Sunray Solar, Inc., jointly and severally, in the amount of \$9,268.00. (Executed by: James J. Toritto, Deputy Clerk, on September 8, 2017) (Fagan, Linda) (Main Document 17 replaced on 10/5/2017) (Fagan, Linda); forward judgment with note to Lambe.	0.80	\$350.00	\$280.00
Service	10/06/2017	Receive & Review: Received ewatch alert re: n November 9, 2017, an appearance is scheduled before Judge ANTHONY L. PARGA in ANTHONY L. PARGA (PC PART). The following additional comments exist: 9:30.	0.20	\$350.00	\$70.00
Service	10/06/2017	Draft Motion: Draft Reply motion papers transfer and consolidate cases	2.10	\$350.00	\$735.00
Service	10/12/2017	Receive & Review: Received notice of filing. Notice of Motion to disqualify Verner and VS from representing Yitzhak; review and outline Affirmation in Support of Motion and Exhibits A-I; notify clients	1.80	\$350.00	\$630.00
Service	10/14/2017	Receive & Review: Email from Lambe asking about appearance.	0.30	\$350.00	\$105.00
Service	10/17/2017	Draft Motion: Draft letter motion seeking transfer of case to Judge Driscoll	2.00	\$350.00	\$700.00
Service	10/18/2017	Receive & Review: Email with client edits of Judge Adams second request transfer doc	0.30	\$350.00	\$105.00
Service	10/18/2017	Receive & Review: Double check motion to disqualify Verner Simon and ethics rule used; memo to file re opposition	1.00	\$350.00	\$350.00
Service	10/23/2017	Research: Researched local counsel possibilities; analysis of the need for local attorneys; emails and telephone calls to clients re: engagement of local counsel; obtained authority; telephone call to David	4.20	\$350.00	\$1,470.00

Zwerling re same; telephone calls and emails to Charlie Horn; obtain retainer agreements.					
Service	10/24/2017	Email: Email exchange with clients, Friedman, and Zwerling about adding Friedman to case. Sent Second Conflict Letter to both clients to review and execute to send back.	0.90	\$350.00	\$315.00
Service	10/25/2017	Research: Legal research for Opposition to Motion to Disqualify Verner Simon.	3.90	\$350.00	\$1,365.00
Service	10/26/2017	Receive & Review: Received notice of filing. (Affirmation in Opposition, Request to Transfer, Second Circuit Appeal, Federal Settlement and Discontinuance, Stipulated, Discontinuance of Third Party Complaint. Request to Transfer, Second Circuit Appeal, Federal Settlement and Discontinuance, Stipulated Discontinuance of Third Party Complaint. Affidavit of Service, Notice of Appearance,	0.80	\$350.00	\$280.00
Service	10/26/2017	Draft Motion: Draft opposing papers Motion to Disqualify Verner Simon; efile same.	5.30	\$350.00	\$1,855.00
Service	10/30/2017	Email: Emails to Horn and Zwerling about engagement and money and being Disqualified by court without transfer to Destefano	0.40	\$350.00	\$140.00
Service	10/30/2017	Draft Pleading: Draft discontinuation and dismissal of the Yitzhak v Lambe declaratory judgment action; efilng and related service	1.60	\$350.00	\$560.00
Service	10/31/2017	Email: Ewatch alert re: change of Judge to Destefano. Email exchange about change of judge with clients.	0.60	\$350.00	\$210.00
Service	11/01/2017	Receive & Review: Receive and review reply papers Motion to Disqualify Verner Simon; efile same.	1.30	\$350.00	\$455.00
Service	11/02/2017	Receive & Review: Notice of scheduled appearance.	0.10	\$350.00	\$35.00
Service	11/05/2017	Receive & Review: Sent Bad Faith letter to Bock and Joeckel.	0.30	\$400.00	\$120.00
Service	11/06/2017	Receive & Review: Email exchange with Horn scheduling call.	0.30	\$400.00	\$120.00
Service	11/07/2017	Receive & Review: Letter from Bock about rescheduling prelim coneference.	0.30	\$400.00	\$120.00
Service	11/08/2017	Receive & Review: Recieved Ewatch alert. Re appearance held and marked the motion ADJOURNED with the following additional comments: EFILED MOTION,3PGS 10/12/17 TO ALP.	0.20	\$350.00	\$70.00
Service	11/08/2017	Email: Email exchange with Bock about date for prelim conference.	0.20	\$350.00	\$70.00
Service	11/13/2017	Email: Email exchange with Lambe about retainers.	0.40	\$350.00	\$140.00

Service	11/20/2017	Email: Email from Clerk Kirkland confirming rescheduling of Prelim conference.	0.20	\$350.00	\$70.00
Service	12/08/2017	Email: Notice of scheduled appearance.	0.20	\$350.00	\$70.00
Service	12/14/2017	Court: Court appearance to argue various motions before Justice DeStefano; Draft discontinuation and dismissal of the Yitzhak v Lambe declaratory judgment action; efilng and related service	6.00	\$350.00	\$2,100.00
Service	12/14/2017	Court: Court appearance to argue various motions before Justice DeStefano; Kahlon Shotgun; Yitzhak Defense and Disqualify Verner	6.00	\$350.00	\$2,100.00
Service	01/16/2018	Court Hearing: Preliminary conference Yitzhak Defense; travel to and From Nassau Supreme	6.20	\$350.00	\$2,170.00
Service	01/22/2018	Receive & Review: recieved notice of filing(order prelim conference)	0.20	\$350.00	\$70.00
Service	01/23/2018	Email: Email from client	0.20	\$350.00	\$70.00
Service	02/07/2018	Email: Email to and from client about update	0.20	\$350.00	\$70.00
Service	02/08/2018	Email: Email exchange with client about report	0.40	\$350.00	\$140.00
Service	02/16/2018	Email: Emails from Yitzhak about location of client files	0.20	\$350.00	\$70.00
Service	02/17/2018	Email: Email exchange with Yitzhak about email her files	0.40	\$350.00	\$140.00
Service	02/18/2018	Email: Email exchange with Yitzhak about email files	0.40	\$350.00	\$140.00
Service	02/23/2018	Email: Email exchange with Yitzhak about thumb drive and status of case	0.80	\$350.00	\$280.00
Service	02/24/2018	Email: Email from Yitzhak's former defense attny re client files	0.20	\$350.00	\$70.00
Service	02/25/2018	Email: Email exchange with Yitzhak about email received 02/24	0.50	\$350.00	\$175.00
Service	02/28/2018	Email: Received stip from Joeckel and sent emails discussing stip	0.60	\$350.00	\$210.00
Service	03/05/2018	Receive & Review: Received plaintiffs demand for production of documents from law office; note to file	0.30	\$350.00	\$105.00
Service	03/08/2018	Receive & Review: Receive and review discovery demands from Kahlon; cursory review; calendar same for handling	0.30	\$350.00	\$105.00
Service	03/08/2018	Draft Discovery: Draft responses to Kahlon discovery demands; document production; Bates stamping; review of prior litigation file; to be continued	4.80	\$350.00	\$1,680.00

Service	03/15/2018	Receive & Review: Receive and review Dropbox files - responses from Kahlon to our discovery demands; general review Kahlon docs for completeness	5.40	\$350.00	\$1,890.00
Service	03/20/2018	Draft Discovery: Final draft responses to Kahlon discovery demands; document production; Bates stamping; review of prior litigation file.	6.50	\$350.00	\$2,275.00
Service	04/05/2018	Email: Received emails from client and Kirkland	0.30	\$350.00	\$105.00
Service	04/06/2018	Email: Email from client and received notice of appearance	0.30	\$350.00	\$105.00
Service	04/11/2018	Telephone Conference Court: Conference call with law clerk and counsel- set conference for 4/30/2018.	0.50	\$350.00	\$175.00
Service	04/11/2018	Receive & Review: Received notice of filing (decision and order on motion)	0.10	\$350.00	\$35.00
Service	04/23/2018	Email: email exchange with Yitzhak about producing emails for discovery	0.90	\$350.00	\$315.00
Service	04/25/2018	Email: email exchange with Yitzhak and opposition about producing emails for discovery	0.40	\$350.00	\$140.00
Service	04/26/2018	Email: email exchange with Yitzhak and Troy about producing emails for discovery	0.90	\$350.00	\$315.00
Service	04/26/2018	Receive & Review: received minute entries	0.20	\$350.00	\$70.00
Service	04/27/2018	Receive & Review: email exchange with Yitzhak about attorney referral and emails	0.70	\$350.00	\$245.00
Service	04/30/2018	Email: email exchange with client about debriefing emails	0.40	\$350.00	\$140.00
Service	05/01/2018	Email: Emails with client about receiving discovery	0.40	\$350.00	\$140.00
Service	05/03/2018	Receive & Review: Received discovery emails for Yitzhak for review	1.00	\$350.00	\$350.00
Expense	05/04/2018	E110 Out-of-town travel: AMTRAK - LI COURT CONFERENCE	1.00	\$165.00	\$165.00
Expense	05/04/2018	E110 Out-of-town travel: HOTEL - LI COURT CONFERENCE	1.00	\$364.37	\$364.37
Service	05/04/2018	Court Hearing: Hearing on Remanded Case/ status conference 1/2 Rate appeared on both cases	6.10	\$175.00	\$1,067.50
Service	05/06/2018	Email: emails to Troy re Yitzhak defense	0.30	\$350.00	\$105.00
Service	05/07/2018	Email: emails to client about settlement agreement and thumb drive	0.60	\$350.00	\$210.00
Service	05/14/2018	Email: email exchange client about confirmation of received thumb drive	0.40	\$350.00	\$140.00

Service	06/04/2018	Email: email exchange with Charles Horn about conference	0.40	\$350.00	\$140.00
Service	06/05/2018	Email: email exchange with client and Troy about discovery and emails	0.90	\$350.00	\$315.00
Service	06/06/2018	Email: Sent docs to Horn for conference. Non privileged docs. Yitzhaks file produced in Fed Case	2.00	\$350.00	\$700.00
Service	06/06/2018	Discovery: Detailed review over 2 days (June 5 and June 6) of the Lambe v. Kahlon litigation file for production in discovery; detailed review of Yitzhak client file for Kahlon for production; convert all files to new Adobe docs with bates stamps; uploading of same to Dropbox for production to Kahlon's counsel	12.00	\$350.00	\$4,200.00
Service	06/07/2018	Email: Email exchange for setting conference date	0.30	\$350.00	\$105.00
Service	06/07/2018	Receive & Review: received notice of filing	0.30	\$350.00	\$105.00
Service	06/08/2018	Email: Email exchange for setting conference date	0.40	\$350.00	\$140.00
Service	06/24/2018	Email: Email exchange with client and Horn discussing Kahlon pressure	0.70	\$350.00	\$245.00
Service	07/10/2018	Email: Email for Kirkland	0.10	\$350.00	\$35.00
Service	07/11/2018	Receive & Review: received notice of filing. Decision and Order on Motion, notice of Entry	0.20	\$350.00	\$70.00
Service	07/11/2018	Receive & Review: Receive and review Justice DeStefano's Decision Denying Verner disqualification; analyze decision and potential for dismissing local attorneys; emails to clients re same.	0.70	\$350.00	\$245.00
Service	07/16/2018	Email: Email from Clerk Kirkland with compliance conference forms	0.20	\$350.00	\$70.00
Service	09/12/2018	Court Hearing: Court appearance for compliance conference; travel to and from.	5.50	\$350.00	\$1,925.00
Service	09/13/2018	Email: Email to Horn	0.10	\$350.00	\$35.00
Service	01/23/2019	Email: Email to Troy re: sending of Satisfaction of Judgement	0.10	\$350.00	\$35.00
Service	01/25/2019	Receive & Review: review ADR Attorney Cert. Form from court	0.20	\$350.00	\$70.00
Service	01/28/2019	Email: Email exchange with Horn re: 1/31 appearance, ADR cert. form, confidentiality, and discovery demands 6/5/18	0.70	\$350.00	\$245.00
Service	01/29/2019	Email: Email exchange with Danielle Enos re Friedman Bill cc to Horn	0.40	\$350.00	\$140.00
Service	01/30/2019	Receive & Review: Received Notice of Appearance of new attorney Dan Abrams; filing(Substitution of	1.30	\$350.00	\$455.00

		attorney post RJL) (1/30-1/31); discussions with Lambe; research Abrams' background and case history			
Service	02/04/2019	Conference: Confer w Charlie Horn about status conference attended by associate.	0.60	\$350.00	\$210.00
Service	02/05/2019	Email: Email exchange with Strong re signing of confidentiality stip. Email from Enos re Friedman bill	0.30	\$350.00	\$105.00
Service	02/06/2019	Receive & Review: Reviewed notice of filing(Stip-Confidentiality)	0.10	\$350.00	\$35.00
Service	02/19/2019	Email: Received notice of appearance held on Feb 15. and Kahlon confidentiality stip.	0.20	\$350.00	\$70.00
Service	02/21/2019	Email: Email exchange with Lambe re various case requests/updates. reviewed ewatch alert The Clerk's docket comments concerning this case have been updated to the following: CASE REMANDED BACK TO NASSAU COUNTY SUPREME COURT BY LEONARD D. WEXLER, UNITED STATES DISTRICT COURT.; STIP/DISC AS TO THE THIRD-PARTY ACTION ONLY 10/25/17; PER TAA CASE IS RELATED TO 609252/17 AND IS RE-ASSIGNED TO VMD COMMERCIAL DIVISION; VMD 7/9/18 MOTION 001 TO DISQUALIFY IS DENIED.; STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF FONFIDENTIAL INFORMATION SIGNED 2-20-19 BY VMD.	0.50	\$350.00	\$175.00
Service	02/25/2019	Receive & Review: Reviewed ewatch alert re; attorney of record added	0.10	\$350.00	\$35.00
Service	02/27/2019	Receive & Review: review notice of filing (stip- so ordered from court) Discussion with Lambe re stip.	0.30	\$350.00	\$105.00
Service	03/28/2019	Correspond: Emails and telephone calls with Kahlon's new attorney, Dan Abrams re paper discovery already exchanged. Set additional conference time for 4/1/ 2019	1.80	\$350.00	\$630.00
Service	03/31/2019	Draft Summary: Report to Yitzhak and Lambe both cases 1/2 Rate: Kahlon has new counsel, Dan Abrams; will be having a conference with Abrams early this week to feel him out about the case; letting go local counsel, Charlie Horn and his firm; I will be finalizing my accounting for fees owed on the Shotgun case ; Depending on my next conference with Abrams, I will make suggestions for moving forward. I don't think that bringing a third-party case against Botton and Quinn is worthwhile in the defense. Erica, it may be, however, that you have independent claims against them for fees and costs incurred in the Lambe v. Kahlon/Yitzhak case; does make sense to implead TJ Management and Ed Gurin who have independent liability for lying to Erica when she was representing	0.70	\$175.00	\$122.50

		Kahlon and Atlas; goal get minimum discovery done and then move for summary judgment.			
Service	05/07/2019	Receive & Review: Receive subpoena for me and Verner Simon re settlement records; letter to Abrams re Motion to Quash	2.20	\$350.00	\$770.00
Service	05/10/2019	Email: Emails between counsel confirming deposition dates; telephone call from Meister Selig counsel re privilege; telephone call Dan Abrams re same; emails re start time of Yitzhak depo; emails back and forth setting time; additional emails about case handling	1.10	\$350.00	\$385.00
Service	05/12/2019	Prep Deposition: Prepare for Kahlon deposition; analyze proofs; choose and organize exhibits to use	5.00	\$350.00	\$1,750.00
Service	05/13/2019	Emails to and from client discussing Yitzhak testimony and billing.	0.60	\$350.00	\$210.00
Service	05/13/2019	Deposition: Prepare for and Conduct Deposition of Kahlon; travel time.	8.70	\$350.00	\$3,045.00
Service	05/14/2019	Email: Confirming call with client at 12.	0.20	\$350.00	\$70.00
Service	05/15/2019	Email: Several emails re: deposition with Yitzhak. Discussion of rescheduling with Abrams, and notice of filing: Letter to Judge DeStefano	1.00	\$350.00	\$350.00
Service	05/16/2019	Email: Emails to/from Yitzhak and Abrams discussing rescheduling of deposition and invoicing; correspondence with Court re Abrams request to so-order the date; telephone conference with Court; subsequent telephone call with Abrams.	2.20	\$350.00	\$770.00
Service	05/17/2019	Receive & Review: Receive and review: Stipulated deposition date. emails from Abrams about deposition.	0.70	\$350.00	\$245.00
Service	05/18/2019	Email: Emails w/ client re: billing	0.40	\$350.00	\$140.00
Service	05/19/2019	Email: emails with client re: strange email from Noa Ben Dor	0.20	\$350.00	\$70.00
Service	05/19/2019	Email: emails with client re: strange email from Noa Ben Dor	0.20	\$350.00	\$70.00
Service	05/20/2019	Receive & Review: Rec&review documents from Koh re: Yitzhak. Emails to/from Yitzhak re: call and billing	1.50	\$350.00	\$525.00
Service	05/21/2019	Receive & Review: Rec&review Consent to Withdraw from Murphy. Emails to and from Yitzhak re: billing	0.60	\$350.00	\$210.00
Service	05/21/2019	Receive & Review: Rec&review Consent to Withdraw from Murphy. Emails to and from Yitzhak re: billing	0.60	\$350.00	\$210.00
Service	05/23/2019	Receive & Review: Court comments	0.30	\$350.00	\$105.00
Expense	05/29/2019	E115 Deposition transcripts: Deposition of Kahlon	1.00	\$1,331.50	\$1,331.50

Service	06/03/2019	Email: Emails to and from Yitzhak about trial documents	1.50	\$350.00	\$525.00
Service	06/03/2019	Prep Deposition: Prepare Yitzhak for her deposition in this matter; review trial transcripts; review correspondence with Edward.	3.90	\$350.00	\$1,365.00
Service	06/04/2019	Email: Emails to and from client and Koh about deposition and letter	1.50	\$350.00	\$525.00
Service	06/04/2019	Deposition: Conduct deposition of Yitzhak in this matter; post depo conference; travel to and from	9.00	\$350.00	\$3,150.00
Service	06/05/2019	Email: email to and from client re: Kahlon and deposition	1.00	\$350.00	\$350.00
Service	06/06/2019	Email: email exchange with Yitzhak, Abrams, and Murphy re: documents	2.30	\$350.00	\$805.00
Service	06/07/2019	Receive & Review: rec&review: notice of deposition and exhibits	0.30	\$350.00	\$105.00
Service	06/08/2019	Email: email exchange with Abrams filing a motion	0.40	\$350.00	\$140.00
Service	06/09/2019	Email: email exchange with Yitzhak re: testimony	0.30	\$350.00	\$105.00
Service	06/12/2019	Email: email exchange with client about subpoena	0.30	\$350.00	\$105.00
Service	06/13/2019	Email: Email exchange with Abrams re: Yitzhak testimony	0.30	\$350.00	\$105.00
Service	06/17/2019	Email: email exchange re: subpoena	0.40	\$350.00	\$140.00
Service	06/20/2019	Email: email exchange re: Abrams and subpoena for me and Verner Simon	0.40	\$350.00	\$140.00
Service	06/21/2019	Email: Email exchange with Abrams re: documents	0.30	\$350.00	\$105.00
Service	06/25/2019	Email: email exchange with Yitzhak re: billing	0.80	\$350.00	\$280.00
Service	06/27/2019	Email: emails with Abrams re: non privilege logs	0.20	\$350.00	\$70.00
Service	06/28/2019	Receive & Review: Receive Notice to Admit facts re settlement and Kahlon exclusion; note to file	1.20	\$350.00	\$420.00
Service	07/01/2019	Email: Emails to/from Abrams re:documents	0.20	\$350.00	\$70.00
Service	07/08/2019	Email: Email from Abrams re privilege log	0.10	\$350.00	\$35.00
Service	07/11/2019	Receive & Review: rec&review notice of filing letter to judge	0.10	\$350.00	\$35.00
Service	07/15/2019	Abstract: Abstract summary of Kahlon Deposition; memo to file	2.80	\$350.00	\$980.00
Service	07/15/2019	Receive & Review: Receive and review Notice to Admit post deposition re the issue of mitigation of Kahlon's damages; analyze same; email to Yitzhak	2.10	\$350.00	\$735.00

Service	07/16/2019	Abstract: Abstract summary of Yitzhak Deposition - memo to file (cross-reference Kahlon)	3.80	\$350.00	\$1,330.00
Service	07/18/2019	Email: email exchange with Abrams and Yithzak re: deposition of Yitzhak	0.80	\$350.00	\$280.00
Service	07/19/2019	Email: email exchnage with court and Abrams about certification conference	0.60	\$350.00	\$210.00
Service	07/22/2019	ET: Text transmission Lambe and me re certification conference and subpoena on me	0.30	\$350.00	\$105.00
Service	07/23/2019	Email: email exchnage with Lambe re: letter to Erica	0.30	\$350.00	\$105.00
Service	07/24/2019	Email: Email from Lambe re: letter to Yitzhak	0.10	\$350.00	\$35.00
Service	07/29/2019	Email: email exchange with Abrams re: adjourn request	1.00	\$350.00	\$350.00
Service	07/30/2019	Email: email exchange with court and Abrams re adjournment	0.60	\$350.00	\$210.00
Service	07/30/2019	Court: Attend compliance conference J. DeStefeno - argue against subpoena and deposition of Verner Nassau County - travel	6.00	\$350.00	\$2,100.00
Service	07/30/2019	Draft Discovery: Draft and serve answer to first Notice to Admit	1.00	\$350.00	\$350.00
Service	07/31/2019	Receive & Review: notice of filing : letter to judge	0.20	\$350.00	\$70.00
Service	08/02/2019	Receive & Review: Notice of apperance held	0.20	\$350.00	\$70.00
Service	08/05/2019	Receive & Review: Review exhibits from Abrams	0.20	\$350.00	\$70.00
Service	08/05/2019	Receive & Review: Exhibits received from Dan Abrams from Yitzhak's deposition - outline contents	2.10	\$350.00	\$735.00
Service	08/13/2019	Email: Email from Abrams re; Kahlon transcript	0.20	\$350.00	\$70.00
Service	08/13/2019	Receive & Review: Receive second Notice to Admit; outline	1.10	\$350.00	\$385.00
Service	08/14/2019	Email: email to and from Abrams re: kalhon depostion	0.20	\$350.00	\$70.00
Service	08/15/2019	Email: email to and from Abrams re: kalhon depostion	0.20	\$350.00	\$70.00
Service	08/21/2019	Receive & Review: Review expert report of Marjorie Berman; outline issues; determine responsive position	2.70	\$350.00	\$945.00
Service	08/22/2019	Email: Email exchange with Yitzhak re:expert report	0.90	\$350.00	\$315.00
Service	09/18/2019	Email: email exchange with Abrams about conference	0.30	\$350.00	\$105.00
Service	09/19/2019	Email: email exchange with court and Abrams re telephone conference; conduct telephone conference re certification	1.50	\$350.00	\$525.00
Service	09/20/2019	receive and review re: notice of apperances	0.50	\$350.00	\$175.00

Service	09/21/2019	Email: Emails to and from lambe re: call	0.30	\$350.00	\$105.00
Service	09/23/2019	Draft Discovery: Draft Answer to SECOND Notice to Admit post deposition re the issue of mitigation of Kahlon's damages; analyze same	2.00	\$350.00	\$700.00
Service	10/15/2019	Email: email exchnage with Abrams about telehpone conference	0.30	\$350.00	\$105.00
Service	11/12/2019	Receive & Review: review emails between court and Abrams re: certification order	0.30	\$350.00	\$105.00
Service	11/18/2019	Email: Email exchange with clients re: status update to case	1.00	\$350.00	\$350.00
Service	11/20/2019	Receive & Review: review notice of apperance	0.30	\$350.00	\$105.00
Service	11/21/2019	Receive & Review: (11/21-11/29) notice of filing, Certification for Trial	0.70	\$350.00	\$245.00
Service	12/03/2019	Email: Email exchange with clients and opposition re: UCC-1 never terminated	0.90	\$350.00	\$315.00
Service	12/04/2019	Email: Email exchange with Yitzhak re: sealing motion	0.60	\$350.00	\$210.00
Service	12/05/2019	Email: Email exchange with Botton and Abrams RE; UCC-1	1.00	\$350.00	\$350.00
Service	12/09/2019	Email: Email exchange with Yitzhak re: telephone conference	1.00	\$350.00	\$350.00
Service	12/09/2019	Email: Emails back and forth with defense counsel and Botton re never terminated UCC 1	0.70	\$350.00	\$245.00
Service	12/09/2019	ET: Text transmissions Lambe to me and back re settlement and funding/billing - resolved to provide accounting; Lambe ignored settlement issues and disavowed nature of indemnification.	0.80	\$350.00	\$280.00
Service	12/17/2019	Email: emails to clients re: summary judgement	0.50	\$350.00	\$175.00
Service	12/23/2019	Draft Memo: Draft report to Lambe re various issues and regarding financing and expenses and settlement authority for 1/8/2020	1.00	\$350.00	\$350.00
Service	01/03/2020	Draft Letter: NOTE BILLING PRICES INCREASED 10% AS OF 1/1/2020 Draft letter to court re adjournment of settlement conference and summary judgment dates; draft email to clients regarding the issues rising; email exchanges with clients about the reasons for the adjournment and potential conflicts; follow up email exchanges	2.40	\$350.00	\$840.00
Service	01/03/2020	Email: Follow up w Botton's office re filed UCC1 termination	0.10	\$385.00	\$38.50
				Total	\$95,985.66

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
237	01/05/2020	\$95,985.66	\$0.00	\$95,985.66
Outstanding Balance				\$95,985.66
Total Amount Outstanding				\$95,985.66

Please make all amounts payable to: Verner Simon

Payment is due upon receipt.



Verner Simon

INVOICE

Invoice # 219
Date: 05/10/2019
Due Upon Receipt

Troy Lambe
SunRay Solar, Inc.
Troy Lamb
546 South Cooks Bridge Road

Jackson, NJ 08527

982.0101D

Shotgun case

Type	Date	Description	Quantity	Rate	Total
Service	09/06/2017	Receive & Review: Receive information regarding new shotgun suit against all attorneys and VS Inc. - various communications regarding same; research court docket	2.20	\$350.00	\$770.00
Service	09/07/2017	Email: Sent out Summons, complaint, and decision to client, Lambe and others	0.50	\$350.00	\$175.00
Service	09/07/2017	Email: Email exchange with client and Lambe about documents sent earlier that day.	0.80	\$350.00	\$280.00
Service	09/08/2017	Email: Email exchange with Scher about previous suing attempts by opposition.	0.40	\$350.00	\$140.00
Service	09/19/2017	Receive & Review: Reviewed summons from opposition.	0.20	\$350.00	\$70.00
Service	09/20/2017	Receive & Review: Reviewed ex-parte order sent by client.	0.50	\$350.00	\$175.00
Service	09/21/2017	Email: Email exchange with client and Lambe about research for case. Sent DeSantis pleadings.	1.00	\$350.00	\$350.00
Service	09/22/2017	Email: Email exchange with Scher arranging call.	0.30	\$350.00	\$105.00
Service	09/27/2017	Email: Sent email to Rice about Kahlon cases.	0.20	\$350.00	\$70.00
Service	09/28/2017	Email: Received letter from Schwartz about withdrawal of case.	0.50	\$350.00	\$175.00

Service	09/28/2017	Email: Email exchange with Lambe and client about response to Schwatz letter.	1.00	\$350.00	\$350.00
Service	09/29/2017	Email: Various email about next steps with clients. Email with stipulation sent to Belkin.	0.50	\$350.00	\$175.00
Service	09/29/2017	Receive & Review: Received Notice of Appearance, Stipulation Extending Defendants Time to Answer, and Notice of filing.	0.70	\$350.00	\$245.00
Service	10/02/2017	Receive & Review: Email from cleitn asking about signing docs. Faxed letter to opposition.	0.60	\$350.00	\$210.00
Service	10/03/2017	Email: Emails with clients and opposition about filing of letter.	0.50	\$350.00	\$175.00
Service	10/03/2017	Draft Letter: Draft request to transfer to Commercial Judge; various exhibits	1.30	\$350.00	\$455.00
Service	10/04/2017	Email: Sent past emails to opposition.	0.40	\$350.00	\$140.00
Service	10/05/2017	Receive & Review: Recieved notice of call and filing.	0.40	\$350.00	\$140.00
Service	10/05/2017	Email: Email exchaneg with opposition.	0.20	\$350.00	\$70.00
Service	10/06/2017	Receive & Review: Recieved notice of filing.	0.20	\$350.00	\$70.00
Service	10/10/2017	Receive & Review: Email exchange with Lambe from 10/09-10/10	0.20	\$350.00	\$70.00
Service	10/12/2017	Receive & Review: Receive and review SureTec Motion to intervene	0.80	\$350.00	\$280.00
Service	10/13/2017	Receive & Review: Recieved notice of filing and faxes from 10/11-10/13	0.60	\$350.00	\$210.00
Service	10/16/2017	Email: Email exchange with clientd giving status update.	0.60	\$350.00	\$210.00
Service	10/17/2017	Email: Various emails with Lambe about Yitzak and emails with Rice about new judge.	0.80	\$350.00	\$280.00
Service	10/18/2017	Email: Continued emails with Rice about new judge.	0.40	\$350.00	\$140.00
Service	10/18/2017	Receive & Review: Recieved retainer from Yitzak and exchanged emails	0.40	\$350.00	\$140.00
Service	10/18/2017	Receive & Review: Recieved notice of filings. CC to clients.	0.40	\$350.00	\$140.00
Service	10/18/2017	Draft Motion: Drafting opposition and filing on Kahlon's Motion for Preliminary injunction. 2/3 rate because relates only to surety bond issues	7.50	\$234.00	\$1,755.00
Service	10/19/2017	Email: Response to Lambe.	0.10	\$350.00	\$35.00
Service	10/20/2017	Receive & Review: Recieved notice of filings.	0.40	\$350.00	\$140.00

Service	10/23/2017	Receive & Review: Recieved notice of filings.	0.20	\$350.00	\$70.00
Service	10/24/2017	Receive & Review: Recieved notice of filings.	0.20	\$350.00	\$70.00
Service	10/24/2017	Email: Email exchange with client and opposition. Sent correspondence to opposition.	0.80	\$350.00	\$280.00
Service	10/25/2017	Email: Received Elaw notice. Emails sent to Horn.	0.60	\$350.00	\$210.00
Service	10/26/2017	Email: Emails to Bock and Hernandez with filed exhibits. Recieved notice of appearance.	0.80	\$350.00	\$280.00
Service	10/27/2017	Email: Email to Lambe discussing local counsel.	0.20	\$350.00	\$70.00
Service	10/31/2017	Email: Email to clients about Judge reassignment.	0.40	\$350.00	\$140.00
Service	11/02/2017	Email: Email to Fernandez for call back.	0.10	\$350.00	\$35.00
Service	11/03/2017	Email: Email exchange with Lepelstat about Notice of Motion. CC to client.	0.60	\$350.00	\$210.00
Service	11/05/2017	Draft Letter: Sent letter of Bad Faith to opposition.	1.60	\$350.00	\$560.00
Service	11/06/2017	Email: Email exchange with Horn and Rice about Kahlon Removal.	0.50	\$350.00	\$175.00
Service	11/07/2017	Email: Recieved Raetainer agreement from Murphy. CC to client.	0.50	\$350.00	\$175.00
Service	11/08/2017	Email: Continued discussion of retainer.	0.30	\$350.00	\$105.00
Service	11/08/2017	Email: Recieved e law notifications about Order of Attachments.	0.30	\$350.00	\$105.00
Service	11/09/2017	Receive & Review: Recieved notice of filing for Notice of Removal.	0.20	\$350.00	\$70.00
Service	11/10/2017	Email: Emails with Lambe and Rice about Notice of Removal.	0.50	\$350.00	\$175.00
Service	11/13/2017	Email: Email exchange with clients and opposition about Withdrawing of Notice of Removal.	1.00	\$350.00	\$350.00
Service	11/14/2017	Receive & Review: Recieved Executed Stipulation to Extend Defendants Time to Answer and notice of filing	0.40	\$350.00	\$140.00
Service	11/17/2017	Receive & Review: Received Draft Memo of Law from Turner.	0.70	\$350.00	\$245.00
Service	11/17/2017	Email: Discussion of Draft Memo of Law with Turner and Rice.	0.50	\$350.00	\$175.00
Service	11/20/2017	Email: Continued discussion of Draft Memo of Law with Turner and Laylor	0.40	\$350.00	\$140.00
Service	11/20/2017	Receive & Review: Recieved Notice of Filing.	0.40	\$350.00	\$140.00
Service	11/20/2017	Draft Motion: 11-16 through 11-20-2017 Week long motion drafting - receipt of other defendants' motions;	25.00	\$350.00	\$8,750.00

		discussions w counsel; draft our motion to dismiss; draft supporting affidavits and Exhibits; receive and review opposing briefs and affirmations; draft reply briefs and file			
Service	11/21/2017	Receive & Review: Recieved Notice of Filing.	0.20	\$350.00	\$70.00
Service	11/27/2017	Email: Email exchange with opposition setting up call.	0.60	\$350.00	\$210.00
Service	11/29/2017	Telephone Conference Counsel: Telephone conference with opposition.	1.50	\$350.00	\$525.00
Service	11/29/2017	Email: Emails about conference call.	0.30	\$350.00	\$105.00
Service	11/30/2017	Email: Emails from Bock and opposition about adjourning motion.	0.80	\$350.00	\$280.00
Service	12/01/2017	Email: Emails from Joeckel and opposition about adjourning motion and stipulation	0.80	\$350.00	\$280.00
Service	12/05/2017	Email: Emails from Joeckel about adjourning again.	0.80	\$350.00	\$280.00
Service	12/06/2017	Email: Email exchange with Lepelstat about call. Emails from Bock confirming new adjournment.	0.50	\$350.00	\$175.00
Service	12/07/2017	Receive & Review: Recieved adjournment request forms from Bock.	0.50	\$350.00	\$175.00
Service	12/07/2017	Email: Email exchange with court about clarifying letter sent to court.	0.50	\$350.00	\$175.00
Service	12/08/2017	Receive & Review: Recieved letter from court	0.40	\$350.00	\$140.00
Service	12/12/2017	Email: Updating client on adjournment.	0.40	\$350.00	\$140.00
Service	12/13/2017	Email: Confirming no appearance to Lalor.	0.10	\$350.00	\$35.00
Service	12/29/2017	Receive & Review: Recieved notification of opposition from Joeckel	0.30	\$350.00	\$105.00
Service	01/03/2018	Email: Email from Lalor about new contact info.	0.10	\$350.00	\$35.00
Service	01/08/2018	Email: Emails to Lalor about call	0.30	\$350.00	\$105.00
Service	01/10/2018	Email: Review emails sent to defense council for setting up call.	0.80	\$350.00	\$280.00
Service	01/11/2018	Telephone Conference Counsel: Conference call with defense counsel about 01/16	1.50	\$350.00	\$525.00
Service	01/11/2018	Emails with counsel about conference call.	0.70	\$350.00	\$245.00
Service	01/12/2018	Email: Email to Lesplat about order to vacate bonds	0.30	\$350.00	\$105.00
Service	01/14/2018	Email: Emails to client about conference	0.40	\$350.00	\$140.00
Service	01/15/2018	Email: Email exchange with Lesplat about order	0.80	\$350.00	\$280.00
Service	01/16/2018	Receive & Review: Recieved notice of filing	0.20	\$350.00	\$70.00

Service	01/22/2018	Receive & Review: Recieved notice of filing.	0.10	\$350.00	\$35.00
Service	02/12/2018	Email: Sent draft motion papers to client for review.	0.40	\$350.00	\$140.00
Service	02/13/2018	Email: Email to client and Lesplat	0.30	\$350.00	\$105.00
Service	02/14/2018	Email: Email to and from Lesplat about order to show cause	0.20	\$350.00	\$70.00
Service	02/15/2018	Email exchange with Lesplat and client about finances and case	0.80	\$350.00	\$280.00
Service	02/16/2018	Email: Email exchange with White about court appearance	0.40	\$350.00	\$140.00
Service	02/17/2018	Email: Email to client	0.10	\$350.00	\$35.00
Service	02/20/2018	Email: Email exchange with White about order to show cause	0.70	\$350.00	\$245.00
Service	02/20/2018	Receive & Review: Received notice of call	0.10	\$350.00	\$35.00
Service	02/21/2018	Email: Email exchange with Sinai, White and client about case and Lebetkin	0.90	\$350.00	\$315.00
Service	02/21/2018	Draft Motion: Draft motion to restrain defendants - federal court - 2/3 rate - only relates to the Bond - not Erica	12.00	\$234.00	\$2,808.00
Service	02/22/2018	Email: Email exchange with White and Lalor about motion papers sent	0.90	\$350.00	\$315.00
Service	02/23/2018	Email: Email exchange with Marian client and opposition about court appearance	0.90	\$350.00	\$315.00
Service	02/24/2018	Email: Email exchange with Ortega about sunnova	0.30	\$350.00	\$105.00
Service	02/26/2018	Court Hearing: Court hearing on our order to show cause to restrain defendants and vacate stay 2/3 rate - just Bond work not Erica	6.00	\$234.00	\$1,404.00
Service	02/27/2018	Email: Email exchange with Lalor about case	0.30	\$350.00	\$105.00
Service	02/28/2018	Email: Email exchange with Lesplat with order papers attached	0.60	\$350.00	\$210.00
Service	03/01/2018	Email: Emails from opposition responding to emails sent 02/28	0.30	\$350.00	\$105.00
Service	03/14/2018	Receive & Review: Received notice of missed call	0.10	\$350.00	\$35.00
Service	04/02/2018	Email: Email from Lesplat	0.20	\$350.00	\$70.00
Service	04/05/2018	Email: Email from Kirkland and reminders to self	0.30	\$350.00	\$105.00
Service	04/06/2018	Email: Email exchange with Lesplat	0.70	\$350.00	\$245.00
Service	04/10/2018	Email: Email exchange with oppostion	0.30	\$350.00	\$105.00

Service	04/11/2018	Telephone Conference Court: Conference call with law clerk and counsel- set conference for 4/30/2018- Wants judgment from federal court asap	0.90	\$350.00	\$315.00
Service	04/11/2018	Receive & Review: Letter from Joeckel re object to modified judgment; write and send bad faith letter	1.80	\$350.00	\$630.00
Service	04/11/2018	Email: Email exchange with opposition and Lesplat	0.80	\$350.00	\$280.00
Service	04/12/2018	Email: Email exchange with opposition and Lesplat	0.60	\$350.00	\$210.00
Service	04/13/2018	Email: Email from Lesplat received notice of filing	0.30	\$350.00	\$105.00
Service	04/17/2018	Email: Email exchange with Lesplat	0.30	\$350.00	\$105.00
Service	04/17/2018	Email: Email exchange with Lesplat	0.10	\$350.00	\$35.00
Service	04/17/2018	Email: Emails from Lambe	0.10	\$350.00	\$35.00
Service	04/23/2018	Email: Email exchange with Yitzak and Lambe	0.70	\$350.00	\$245.00
Service	04/25/2018	Email: Received notice of filing	0.30	\$350.00	\$105.00
Service	04/27/2018	Email: Email exchange with cout and lepelstat	0.60	\$350.00	\$210.00
Service	05/01/2018	Email: Received notice of appearance held	0.40	\$350.00	\$140.00
Service	05/02/2018	Email: Received notice of filing	0.20	\$350.00	\$70.00
Service	05/04/2018	Email: email from Lepelstat	0.10	\$350.00	\$35.00
Service	05/21/2018	Email: email from Lepelstat	0.10	\$350.00	\$35.00
Service	05/22/2018	Email: email to Lepelstat	0.20	\$350.00	\$70.00
Service	06/07/2018	Email: Email exchange with court, notice of filing	0.50	\$350.00	\$175.00
Service	06/08/2018	Email: Email from lalor with new contact info	0.10	\$350.00	\$35.00
Service	06/26/2018	Email: Email from JT with Kahlon contacts	0.30	\$350.00	\$105.00
Service	06/27/2018	Email: Email from troy	0.20	\$350.00	\$70.00
Service	07/10/2018	Email: Email exchange with client and Troy about dismissal of complaint	0.40	\$350.00	\$140.00
Service	07/10/2018	Receive & Review: Receive and review Order dismissing action	0.70	\$350.00	\$245.00
Service	07/11/2018	Email: Received notice of case info	0.20	\$350.00	\$70.00
Service	07/12/2018	Email: Received notice of case info	0.30	\$350.00	\$105.00
Service	07/16/2018	Email: Received notice of case info	0.10	\$350.00	\$35.00
Service	07/18/2018	Email: Received notice of case info	0.20	\$350.00	\$70.00
Service	07/20/2018	Email: Received notice of case info	0.20	\$350.00	\$70.00

Total \$35,962.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
219	05/10/2019	\$35,962.00	\$0.00	\$35,962.00
Outstanding Balance				\$35,962.00
Total Amount Outstanding				\$35,962.00

Please make all amounts payable to: Verner Simon

Payment is due upon receipt.



INVOICE

Invoice # 240
Date: 01/06/2020
Due Upon Receipt

Verner Simon

Troy Lambe
SunRay Solar, Inc.
546 South Cooks Bridge Road
Jackson, NJ 08527

982.010G Vacca

982.010G Vacca (Defense of UCC 1 Lien)

Type	Date	Description	Quantity	Rate	Total
Service	06/27/2016	Telephone Conference Client: Call from Lambe re problem with Vacca, purchaser of NY property, West Fiery Road, Little Falls, NY 13339 block 3, lot 6, section 128.4 and UCC 1 filing; contacted Chris Smith attorney on closing	0.70	\$350.00	\$245.00
Service	07/05/2016	Email: Emails from Chris Smith requesting Affidavit.	0.30	\$350.00	\$105.00
Service	07/12/2016	Email: Emails from Chris requesting Affidavit from 07/11-07/12.	0.40	\$350.00	\$140.00
Service	07/15/2016	Draft: Draft Affidavit concerning invalidity of UCC filing; review same with Lambe; legal research pertaining to same; instructions to Lambe re delivery by Fed Ex; follow up email exchanges with Lambe and Chris Smith.	3.20	\$350.00	\$1,120.00
Service	07/22/2016	Email: Email exchange with client about status of Affidavit.	0.30	\$350.00	\$105.00
Service	07/28/2016	Email: Multiple exchanges by Email with client and attorney Chris Smith about signing of Affidavit.	0.60	\$350.00	\$210.00
Service	07/29/2016	Email: Received email exchange between client and Smith about mailing of Affidavit.	0.60	\$350.00	\$210.00
Service	08/22/2016	Email: My multiple emails and telephone call with Chris Smith re final UCC release.	0.60	\$350.00	\$210.00
Service	09/01/2016	Email: Emails from Smith asking about UCC release	0.30	\$350.00	\$105.00
Service	09/07/2016	Email: Email exchange with Chris Smith discussing release of UCC and Title Company refusal to close until fully released by court order	0.30	\$350.00	\$105.00

Service	09/12/2016	Receive & Review: Received Title Company letter from Chris Smith about UCC; email reply.	0.60	\$350.00	\$210.00
Service	09/13/2016	Email: Email exchange with Smith and client about successful release of UCC to be effected at closing.	0.60	\$350.00	\$210.00
Service	09/19/2016	Email: Email exchange with Smith asking for stamped filed copy of the release	0.40	\$350.00	\$140.00
Service	09/26/2016	Email: Received email exchange between Smith and Vacca about closing and final UCC termination.	0.30	\$350.00	\$105.00
Service	10/03/2016	Email: Email exchange with Chris Smith about closing - confirmed closing occurring this week. File closed. Notify Lambe.	0.30	\$350.00	\$105.00
				Total	\$3,325.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
240	01/06/2020	\$3,325.00	\$0.00	\$3,325.00
Outstanding Balance				\$3,325.00
Total Amount Outstanding				\$3,325.00

Please make all amounts payable to: Verner Simon

Payment is due upon receipt.



INVOICE

Invoice # 243
Date: 01/22/2020
Due Upon Receipt

Verner Simon

Troy Lambe
SunRay Solar, Inc.
546 South Cooks Bridge Road
Jackson, NJ 08527

982.010GGG Bassie v. Sunray

982.010GGG Bassie v. Sunray

Type	Date	Description	Quantity	Rate	Total
Service	05/26/2015	Receive & Review: Reviewed order by court for when motion will be decided on.	0.20	\$350.00	\$70.00
Service	08/27/2015	Receive & Review: Reviewed Opposition to Bassie sent by cleint.	0.40	\$350.00	\$140.00
Service	08/27/2015	Email: Email sent from client distinguishing case.	0.30	\$350.00	\$105.00
Service	08/27/2015	Receive & Review: Reviewed complaints sent by client sent to Sunray	0.10	\$350.00	\$35.00
Service	08/28/2015	Receive & Review: Bassie Opposition with Exhibits sent by clients.	0.50	\$350.00	\$175.00
Service	08/28/2015	Receive & Review: Reviewed opposition(motion and exhibits) to complaint drafted by Lambe. Email conversation with Lambe re motion and his opposition.	0.30	\$350.00	\$105.00
Service	01/18/2016	Email: Emails sent to Harhai containing GATS certification and Declaration of Exhibits	0.50	\$350.00	\$175.00
Service	01/18/2016	Email: Sent emails to opposition re Subpeona records of Lambe and PJM records	0.30	\$350.00	\$105.00
Service	01/25/2016	Email: Email sent to client with Botton's Motion for Sanction as pertains Bassie case; Botton using Bassie case for leverage in the primary litigation.	1.40	\$350.00	\$490.00
Service	03/13/2016	Receive & Review: Recieved Bassie Motion from client.	0.40	\$350.00	\$140.00
Service	05/05/2016	Receive & Review: Recieved first orders from lawsuit.	0.40	\$350.00	\$140.00
Service	05/08/2016	Receive & Review: Recieved letter of proof hearing	0.30	\$350.00	\$105.00

Service	05/09/2016	Receive & Review: Recieved order to show cause.	0.30	\$350.00	\$105.00
Service	05/11/2016	Receive & Review: Recieved notice of faxes received from Luedekke.	0.30	\$350.00	\$105.00
Service	05/12/2016	Email: Sent emails to luedekke asking for all pleadings and discovery.	0.60	\$350.00	\$210.00
Service	05/19/2016	Email: Email exchange with client with papers attached, instructing client to turn in.	0.70	\$350.00	\$245.00
Service	05/19/2016	Draft Pleading: Case comes to critical mass in NJ with filing of Order to Show Cause by Bassie seeking to restrain Troy and Verner Simon from disbursing \$325,000; reviewed again background info and basic pleadings in case; draft and file Notice of Appearance; analyze next steps; letter to court seeking adjournment of Order to Show Cause	1.20	\$350.00	\$420.00
Service	05/20/2016	Email: Received notice of call from Ludekke firm.	0.10	\$350.00	\$35.00
Service	05/20/2016	Draft Motion: Draft Motion to Vacate Judgment/ Decision; certification of client; proposed Order - filing and service of same.	4.30	\$350.00	\$1,505.00
Service	05/21/2016	Receive & Review: Review of stamped recieved filings from client.	0.40	\$350.00	\$140.00
Service	05/23/2016	Receive & Review: Received Exhibit A from client.	0.40	\$350.00	\$140.00
Service	05/24/2016	Receive & Review: Received copy of Opposition to Bassie from client.	0.30	\$350.00	\$105.00
Service	05/24/2016	Draft Letter: Sent letter to Judge and opposition to vacate default.	0.50	\$350.00	\$175.00
Service	05/26/2016	Receive & Review: Received Bassie System Value for review 05/25-05/26 from client.	0.50	\$350.00	\$175.00
Service	05/27/2016	Various: Received email from Ludekke about CFA damages. Confered with client. Sent memo to Ludekke.	0.50	\$350.00	\$175.00
Service	05/31/2016	Email: Email exchange with client over settlement.	0.50	\$350.00	\$175.00
Service	06/01/2016	Unannotated Time	0.30	\$350.00	\$105.00
Service	06/01/2016	Email: Email exchange with client and Luedekke over adjournment date.	0.50	\$350.00	\$175.00
Service	06/03/2016	Email: Email exchange with Ludekke and Botton for available dates in June.	0.50	\$350.00	\$175.00
Service	06/07/2016	Email: Continued email exchange with Ludekke and Botton for available dates in June from 06/06-06/07.	0.50	\$350.00	\$175.00
Service	06/09/2016	Email: Email exchange with all counsel setting up conference call.	0.40	\$350.00	\$140.00

Service	06/15/2016	Email: Emails from Ludekke trying to finalize settlement.	0.40	\$350.00	\$140.00
Service	06/17/2016	Email: Continued email exchange with Ludekke trying to finalize settlement from 06/16-6/17.	0.50	\$350.00	\$175.00
Service	06/20/2016	Various: Various work to dismiss case and settle	1.00	\$350.00	\$350.00
Service	06/23/2016	Email: Various emails with client working out settlement.	0.80	\$350.00	\$280.00
Service	06/27/2016	Email: Email from client regarding Handwerker.	0.20	\$350.00	\$70.00
Service	06/28/2016	Various: Letter to Judge with settlement; telephone call to court	2.00	\$350.00	\$700.00
Service	06/28/2016	Email: Email to client with letter to Judge regarding Motions.	0.20	\$350.00	\$70.00
Service	06/29/2016	Email: Email exchange with client regarding Bassie Dimissal.	0.80	\$350.00	\$280.00
Service	06/30/2016	Email: Email from Botton with signed Stipulation of Dismissal.	0.20	\$350.00	\$70.00
Service	07/05/2016	Email: Received Stipulation of Dismissal from Luedekke.	0.20	\$350.00	\$70.00
Service	07/11/2016	Email: Received Signed Settlement Agreement. from Luedekke.	0.40	\$350.00	\$140.00
Service	07/13/2016	Email: Email from Luedekke to Botton about availability.	0.10	\$350.00	\$35.00
Service	07/14/2016	Telephone Conference Clerk: TC to Theresa at Judge Troncone re August 4 hearing date; draft letter to court	1.00	\$350.00	\$350.00
Service	07/27/2016	Draft Motion: Draft opposition to Botton's Motion to amend the Kahlon Complaint and Cross-Claim against Sunray; legal research re late amendments and claims against previously dismissed parties; filing and service work; copy to Lambe	3.60	\$350.00	\$1,260.00
Service	08/02/2016	Email: Fax received about Kahlon not being in court and email response.	0.20	\$350.00	\$70.00
Service	08/04/2016	Court Hearing: Hearing on Order to Show Cause seeking restraint. Order to Show Cause denied. Court hearing on Kahlon's Motion to Amend his complaint to add cross-claims against Sunray. Motion denied. Travel to and from	5.80	\$350.00	\$2,030.00
Service	08/05/2016	Receive & Review: Received appearance reports.	0.20	\$350.00	\$70.00
Service	08/12/2016	Receive & Review: Receive letter from Botton w Order denying Botton's motion to amend Kahlon's complaint and to cross-claim against Sunray	0.10	\$350.00	\$35.00
Service	08/16/2016	Email: Sent order for Bassie.	0.40	\$350.00	\$140.00

Service	08/22/2016	Email: Email exchange with client about subpoena to testify at trial received from Botton.	0.40	\$350.00	\$140.00
Service	08/25/2016	Receive & Review: Received Letter Brief on Behalf of Defendant.	0.50	\$350.00	\$175.00
Service	09/02/2016	Court Hearing: Hearing on motion to compel deposition; deposition denied in lieu of my agreement to present Lambe' for testimony at tial	6.20	\$350.00	\$2,170.00
Service	09/09/2016	Email: Email exchange with client about Botton's Brief	0.70	\$350.00	\$245.00
Service	09/11/2016	Email: Email from Botton cancelling deposition.	0.20	\$350.00	\$70.00
Service	09/14/2016	Email: Email from Luedekke and to client about first wire payment.	0.30	\$350.00	\$105.00
Service	09/19/2016	Email: Email from Luedekke and to client about first wire payment continued.	0.30	\$350.00	\$105.00
Service	09/21/2016	Receive & Review: Received notice of appearance.	0.10	\$350.00	\$35.00
Service	09/23/2016	Telephone Conference Clerk: Email exchange with Luedekke about first wire payment.	0.30	\$350.00	\$105.00
Service	09/26/2016	Email: Email exchange with Botton about client appearing as witness.	0.40	\$350.00	\$140.00
Service	09/26/2016	Court Trial: Court appearance to present Lambe at trial and to give testimony as witness (we settled with Bassie); lengthy wait with Lambe	7.20	\$350.00	\$2,520.00
Service	09/27/2016	Telephone Conference Clerk: Various telephone calls to Troy, Botton and Luddecke re Troy testimony in court on 9/27	1.90	\$350.00	\$665.00
Service	09/27/2016	Email: Email exchange with client about UCC termination.	0.40	\$350.00	\$140.00
Service	10/03/2016	Email: Email from client.	0.10	\$350.00	\$35.00
Service	10/20/2016	Email: Email from Luedekke on settlement. Report to client.	0.20	\$350.00	\$70.00
Service	10/21/2016	Email: Email to client.	0.10	\$350.00	\$35.00
Service	10/28/2016	Email: Email from Luedekke on settlement status.	0.10	\$350.00	\$35.00
Service	11/08/2016	Email: Email from Luedekke on settlement status. Report to client.	0.40	\$350.00	\$140.00
Service	11/16/2016	Email: Email from Luedekke on second wire transfer.	0.20	\$350.00	\$70.00
Service	11/30/2016	Email: Email from Luedekke on second wire transfer.	0.20	\$350.00	\$70.00
Service	12/06/2016	Banking: Make last wire for legal fees.	0.50	\$350.00	\$175.00
Service	12/06/2016	Various: Various communications with Lueddeke	4.00	\$350.00	\$1,400.00

		October through November 2016 re closing attorney fee payments, demand for foreclosure on system and appeal of main case; multiple telephone calls w Troy; banking wire funds \$2600 to Luuddeke			
Service	12/29/2016	Email: Email from Luedekke concerning settlement agreement.	0.20	\$350.00	\$70.00
Service	02/07/2017	Email: Email to Luedekke about settlement. Emails from client asking about next steps.	0.50	\$350.00	\$175.00
Service	02/14/2017	Receive & Review: Received letter from Luedekke.	0.40	\$350.00	\$140.00
Service	09/07/2017	Email: Email exchange with Luedekke over status of appeal.	0.30	\$350.00	\$105.00
Service	09/26/2017	Email: Email exchange with Luedekke over status of appeal.	0.40	\$350.00	\$140.00
Service	12/06/2017	Email: Email from Luedekke about updates on case	0.20	\$350.00	\$70.00
Service	03/27/2018	Email: Email from Luedekke and client about updates on case	0.20	\$350.00	\$70.00
Service	03/28/2018	Email: Email responses to client about emails from 03/27	0.20	\$350.00	\$70.00
Service	05/07/2018	Email: Email exchange with client re: Luedekke email	0.60	\$350.00	\$210.00
Service	09/10/2018	Email: Email from opposition re: settlement	0.10	\$350.00	\$35.00
Service	10/15/2018	Email: Email from opposition re: settlement	0.10	\$350.00	\$35.00
Service	12/19/2018	File Review: Periodic file review - case administratively closed - no activity by opposition	0.20	\$350.00	\$70.00
				Total	\$22,435.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
243	01/22/2020	\$22,435.00	\$0.00	\$22,435.00
Outstanding Balance				\$22,435.00
Total Amount Outstanding				\$22,435.00

Please make all amounts payable to: Verner Simon

Payment is due upon receipt.



INVOICE

Invoice # 244
Date: 01/22/2020
Due Upon Receipt

Verner Simon

Troy Lambe
SunRay Solar, Inc.
546 South Cooks Bridge Road
Jackson, NJ 08527

982.010E NJ Defamation

NJ Defamation

Type	Date	Description	Quantity	Rate	Total
Service	11/14/2017	Receive & Review: Received summons and screenshots from client; lengthy telephone call with client; telephone call to plaintiff's counsel; follow up emails all counsel and client; received and reviewed screenshots of Troy's webpages; telephone call to Troy re allegations of criminal conviction.	2.80	\$400.00	\$1,120.00
Service	11/29/2017	Draft Brief: Research and draft current status of the law re defamation, libel and slander; Email exchange with client about thoughts and next steps of case.	3.70	\$400.00	\$1,480.00
Service	11/29/2017	Email: Email from client with his thoughts and written disclaimers; analyze same; telephone call with client	0.60	\$400.00	\$240.00
Service	12/06/2017	Email: Email exchange with client about clients first knowledge of summons from 12/05-/12/06	0.50	\$400.00	\$200.00
Service	12/12/2017	Receive & Review: Received notice of filings from 12/11-12/12.	0.30	\$400.00	\$120.00
Service	12/13/2017	Receive & Review: Email exchange with client about Notice of Removal and Civil Cover Sheet.	0.60	\$400.00	\$240.00
Expense	12/13/2017	E112 Court fees: Filing fee Notice of Removal to federal court	1.00	\$400.00	\$400.00
Service	12/13/2017	Draft Pleading: Draft Notice of Removal of case to federal court; telephone calls with Troy; research conflict of laws NY v NJ	4.20	\$400.00	\$1,680.00
Service	12/15/2017	Receive & Review: Recieved notice of filings for Notice of Removal from 12/14-12/15.	0.40	\$400.00	\$160.00
Service	12/15/2017	Research: Legal research on current slander and libel	7.00	\$400.00	\$2,800.00

		case law; special damages requirement; defamation by website postings etc. Gather case law and summarize in rough draft memo form.			
Service	12/17/2017	Receive & Review: Email with client about scheduling conference.	0.20	\$400.00	\$80.00
Service	12/21/2017	Receive & Review: Received documents from opposition, Motion to Remand to State Court. Review and outline same	2.40	\$400.00	\$960.00
Service	12/22/2017	Receive & Review: Recieved notice of filing(TEXT ORDER- The Initial rule 16 conference scheduled for February 13, 2018 before Magistrate Judge Tonianne J. Bongiovanni is adjourned with no new date. Parties are to notify the Court upon decision of the pending motion to remand. So Ordered by Magistrate Judge Tonianne J. Bongiovanni.(mm) ;Set Deadlines as to [3] MOTION to Remand . Motion set for 1/16/2018 before Judge Brian R. Martinotti. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk's Office and does not supersede any previous or subsequent orders from the Court. (km)	0.30	\$400.00	\$120.00
Service	01/04/2018	Email: Email to Klein about receiving motion; proposed consent to remand in exchange for withdrawal of attorneys' fee request.TC Troy.	0.50	\$400.00	\$200.00
Service	01/09/2018	Draft Letter: Draft letter to court re adjourn opposition date of motion; file with court.	0.80	\$400.00	\$320.00
Service	01/09/2018	Email: Email exchange with attorney Klein; seek consent to adjourn and renew consent remand issue; Klein rejects both proposals.	0.60	\$400.00	\$240.00
Service	01/10/2018	Receive & Review: Received notice of filing Order granting my request on briefing dates	0.20	\$400.00	\$80.00
Service	01/22/2018	Draft Motion: Draft opposition to Motion to Remand; file and service of same	3.10	\$400.00	\$1,240.00
Service	01/29/2018	Receive & Review: Received Reply Brief on Motion to Remand; analyze; memo to file	1.20	\$400.00	\$480.00
Service	02/08/2018	Email: Email exchange w Troy re No Retainer needed; motion to remand and other issues.	0.50	\$400.00	\$200.00
Service	07/24/2018	Receive & Review: Received Order granting Remand but denying request for attorneys' fees; report to Troy; memo to file	1.30	\$400.00	\$520.00
Service	07/25/2018	Email: Email to Troy	0.10	\$400.00	\$40.00
Service	07/27/2018	Receive & Review: Received notice of filing of Remand to State Court; email exchange with attorney Klein about whether Kahlon is in Israel etc. and SEC	0.80	\$400.00	\$320.00

judgment; exchange w Troy					
Service	07/27/2018	Email: Emails to Troy and opposition about dismissal	0.30	\$400.00	\$120.00
Service	09/20/2018	Email: Email to opposition	0.10	\$400.00	\$40.00
Service	09/20/2018	Email: Received notice of filing	0.10	\$400.00	\$40.00
Service	09/21/2018	Email: Received notice of filing - Stipulation Vacating Default	0.40	\$400.00	\$160.00
Service	09/24/2018	Email: Email exchange with client about Klien pleading	0.60	\$400.00	\$240.00
Service	09/27/2018	Draft Motion: Draft Motion to Dismiss the Defamation case; research; Certification of Lambe; proposed Order; filing and service of same	6.20	\$400.00	\$2,480.00
Expense	09/27/2018	E112 Court fees: Court filing fee - Our Motion to Dismiss	1.00	\$30.00	\$30.00
Service	10/01/2018	Email: Email exchange with client seeking correct version of website production; receive and review; amend motion papers; second series of transmissions from Troy; review same	1.90	\$400.00	\$760.00
Service	10/02/2018	Email: Received notice of filing- calendar date for argument 10-26; calendar same	0.40	\$400.00	\$160.00
Service	10/02/2018	Email: Email exchange with Klein; email w Troy re removing offending language to eliminate continuing publication claims	0.40	\$400.00	\$160.00
Service	10/17/2018	Receive & Review: Review opposition papers on our Motion to Dismiss; outline arguments; rough draft Reply.	4.90	\$400.00	\$1,960.00
Service	10/22/2018	Email: email exchange with Klein about rescheduling, reviewed adjournment request, email exchange with Lambe re: signing cert opposition of motion. Received instruction from Judge Wellerson; draft letter to Court; follow up	1.50	\$400.00	\$600.00
Service	10/23/2018	Draft Motion: Final draft of reply papers our Motion to Dismiss; file and serve same. Email exchange with Klein re: letter to court	2.80	\$400.00	\$1,120.00
Service	10/24/2018	Email: Email exchange with Terel re: adjournment for Friday. Reviewed notice of filing of adjournment by Court to 11/14	0.60	\$400.00	\$240.00
Service	11/06/2018	Email: email to client re: opposition of motion	0.10	\$400.00	\$40.00
Service	11/14/2018	Court Motion: Court appearance Judge Wellerson Ocean County to argue our Motion to Dismiss; Judge made parties engage in settlement talks; wants all clients there on December 10 for settlement conference; WANTS THIS CASE GONE! Travel to and from	5.80	\$400.00	\$2,320.00

Service	11/26/2018	Email: email exchange with client re: defamation case reminder	0.50	\$400.00	\$200.00
Service	12/04/2018	Email: Email from client re: fast eddie	0.10	\$400.00	\$40.00
Service	12/06/2018	Receive & Review: Receive and review email from Troy re objections to settlement conference for 12/10; telephone call to Klein re Kahlon's appearance; draft letter to Judge Wellerson re conference appears futile and request adjournment without date; receive Klein's letter stating he will appear w client on telephone; telephone calls to and from troy;	3.70	\$400.00	\$1,480.00
Service	12/07/2018	Email: Email exchange with client and opposition re: denied adjournment request	1.00	\$400.00	\$400.00
Service	12/08/2018	Email: Emails to/from client re: Glickman	0.70	\$400.00	\$280.00
Service	12/10/2018	Email: email exchange with Glickman and client re: settlement conf.	1.20	\$400.00	\$480.00
Service	12/10/2018	Court Settlement Call: Settlement conference with Judge Wellerson; clients on the phone (Glickman appeared); conference held; Wellerson made us withdraw Motion to Dismiss stating it will never be granted; settlement conference continued; Troy settled for \$10,000; post conference work with client	7.00	\$400.00	\$2,800.00
Service	12/12/2018	Receive & Review: Receive settlement agreement from Klein; review and edit	1.20	\$400.00	\$480.00
Service	12/17/2018	Email: Emails to/from opposition re: settlement agreement	0.50	\$400.00	\$200.00
Service	12/26/2018	Email: Email from opposition re settlement	0.20	\$400.00	\$80.00
Service	01/10/2019	Email: email exchange with client re: settlement payment	0.70	\$400.00	\$280.00
Service	01/11/2019	Email: Email exchange with client re: settlement payment and SEC	0.50	\$400.00	\$200.00
Service	01/14/2019	Email: email exchange with opposition re settlement. FWD to client	0.40	\$400.00	\$160.00
Service	01/18/2019	Email: email from opposition regarding settlement	0.10	\$400.00	\$40.00
Service	01/25/2019	Email: email exchange with opposition regarding settlement	0.20	\$400.00	\$80.00
Service	01/29/2019	Email: email exchange with opposition re settlement	0.70	\$400.00	\$280.00
Service	01/30/2019	Email: Email exchange with opposition and client re signing of settlement	1.10	\$400.00	\$440.00
Service	01/31/2019	Email: Email exchange with client re signing of settlement	0.40	\$400.00	\$160.00

Service	02/01/2019	Receive & Review: Review settlement agreement with client, opposition and signing	0.80	\$400.00	\$320.00
Service	02/04/2019	Email: Email exchange with client re: payment of settlement	0.80	\$400.00	\$320.00
Service	02/11/2019	Email: email exchange with client re: settlement payment	0.70	\$400.00	\$280.00
Service	02/11/2019	Email: Emails from opposition re: settlement check	0.40	\$400.00	\$160.00
				Total	\$32,870.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
244	01/22/2020	\$32,870.00	\$0.00	\$32,870.00
			Outstanding Balance	\$32,870.00
			Total Amount Outstanding	\$32,870.00

Please make all amounts payable to: Verner Simon

Payment is due upon receipt.



Verner Simon

INVOICE

Invoice # 247
Date: 01/23/2020
Due Upon Receipt

Troy Lambe
SunRay Solar, Inc.
546 South Cooks Bridge Road
Jackson, NJ 08527

982.010GGGG Amex Collection

982.010GGGG Amex Collection

Type	Date	Description	Quantity	Rate	Total
Service	05/03/2016	Receive & Review: Reviewed Amex letter sent by client.	0.40	\$350.00	\$140.00
Service	05/03/2016	Email: Emails sent about receiving letter.	0.20	\$350.00	\$70.00
Service	06/29/2016	Receive & Review: review mail and levy notice; call client	0.20	\$350.00	\$70.00
Service	06/29/2016	Receive & Review: Reviewed Levy letter sent by Sheriff; analyze Amex in relation to other creditors' claims; email to Troy advising to let this fester and ultimately settle for 10 cents on a dollar.	0.50	\$350.00	\$175.00
Service	06/25/2018	Receive & Review: Reviewed letter from client. Email exchange with client re: letter	0.60	\$350.00	\$210.00
Service	08/03/2018	Email: Reviewed 2018 Levy letter sent by Sheriff; advise Troy to let it fester until small settlement can be made or offer 1/3; Troy wants to offer 1/3	0.40	\$350.00	\$140.00
Service	08/14/2018	Telephone Conference Counsel: Telephones Sheriff; instructed to contact Zwicker law firm; telephone Zwicker; collection factory; left message re desiring to settle etc. Diaery	0.30	\$350.00	\$105.00
Service	12/30/2019	File Review: File review - no activity since 8/2018. CLOSE FILE	0.10	\$350.00	\$35.00
				Total	\$945.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
247	01/23/2020	\$945.00	\$0.00	\$945.00
Outstanding Balance				\$945.00
Total Amount Outstanding				\$945.00

Please make all amounts payable to: Verner Simon

Payment is due upon receipt.



Verner Simon

Troy Lambe
SunRay Solar, Inc.
546 South Cooks Bridge Road
Jackson, NJ 08527

INVOICE

Invoice # 246
Date: 01/23/2020
Due Upon Receipt

982.010GGG Landlord Collection

982.010GGG Landlord Collection (Zuckerman attny

Type	Date	Description	Quantity	Rate	Total
Service	03/18/2014	Receive & Review: Recieved county's reply to Prose	0.40	\$350.00	\$140.00
Service	04/11/2014	Receive & Review: Recieved all correspondence of case.	0.90	\$350.00	\$315.00
Service	05/15/2014	Receive & Review: Recieved Request for Proof Hearing from opposition. Sent by client.	0.40	\$350.00	\$140.00
Service	05/31/2014	Receive & Review: Email exchnage with client about proof hearing.	0.40	\$350.00	\$140.00
Service	06/10/2014	Receive & Review: Email exchange with client about what land lord wants.	0.40	\$350.00	\$140.00
Service	06/10/2014	Draft Letter: Letter to Zuckerman with objections to rent demands in complaint based upon buildout info and Troy's payments	0.80	\$350.00	\$280.00
Service	06/11/2014	Email: Email exchange with client about new tenant.	0.40	\$350.00	\$140.00
Service	06/12/2014	Email: Email exchange with client about Lakewood Building Dept.	0.30	\$350.00	\$105.00
Service	06/13/2014	Email: Email exchange with client about Demand.	0.30	\$350.00	\$105.00
Service	06/14/2014	Email: Email from client with edits of letter for adjournment.	0.20	\$350.00	\$70.00
Service	06/14/2014	Draft Discovery: Draft trial subpoena for Lakewood landlord for hearing; service and filing of same	0.80	\$350.00	\$280.00
Service	06/16/2014	Email: Email from client talking about unit 10 permit.	0.20	\$350.00	\$70.00
Service	06/19/2014	Email: Email from Richards asking for copy of the	0.20	\$350.00	\$70.00

		lease.			
Service	06/20/2014	Email: Sent documents to opposition.	0.80	\$350.00	\$280.00
Service	06/23/2014	Email: Email exchange with opposition about proposed order.	0.40	\$350.00	\$140.00
Service	06/23/2014	Receive & Review: Received Proposed order from opposition. CC to client.	0.50	\$350.00	\$175.00
Service	06/24/2014	Email: Email exchange with opposition about insurance suit.	0.30	\$350.00	\$105.00
Service	06/24/2014	Negotiate: Negotiate w attny Zuckerman for Consent Judgment and lien in lieu of continued litigation and attny fees; confirm with Troy.	1.70	\$350.00	\$595.00
Service	06/25/2014	Receive & Review: Emails exchange with client and opposition about insurance case.	0.20	\$350.00	\$70.00
Service	06/26/2014	Receive & Review: Email from opposition.	0.10	\$350.00	\$35.00
Service	07/03/2014	Receive & Review: Receive from Zuckerman signed Consent Order; file and memo; email to Troy	0.50	\$350.00	\$175.00
Service	07/14/2014	Draft Letter: Draft letter to attny Zuckerman with offer of lien on Kahlon Lawsuit proceeds; discussion with troy	0.80	\$350.00	\$280.00
Service	05/30/2017	Receive & Review: Emails to client about response to ethics complaint.	0.20	\$350.00	\$70.00
Service	06/16/2017	Receive & Review: Various emails with client about Pollack Questionnaires. Email from Zuckerman about Lien.	0.80	\$350.00	\$280.00
Service	07/13/2017	Receive & Review: Email exchange with client and Zuckerman about information subpoenas	0.80	\$350.00	\$280.00
Service	07/14/2017	Receive & Review: Email exchange with client about sending info subpoenas	0.40	\$350.00	\$140.00
Service	07/18/2017	Receive & Review: Email to opposition with subpeona forms completed and answered by Troy.	0.30	\$350.00	\$105.00
Service	12/30/2019	File Review: File review - no activity since subpoenas answered in July 2017. CLOSE??	0.10	\$350.00	\$35.00
				Total	\$4,760.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
246	01/23/2020	\$4,760.00	\$0.00	\$4,760.00
Outstanding Balance				\$4,760.00
Total Amount Outstanding				\$4,760.00

Please make all amounts payable to: Verner Simon

Payment is due upon receipt.



INVOICE

Invoice # 245
Date: 01/23/2020
Due Upon Receipt

Verner Simon

Troy Lambe
SunRay Solar, Inc.
546 South Cooks Bridge Road
Jackson, NJ 08527

982.010GGGG Sovereign Home Lien

982.010GGG SovereignHome Lien

Type	Date	Description	Quantity	Rate	Total
Service	08/27/2014	Email: Email from client to JT about summons by bank.	0.20	\$350.00	\$70.00
Service	08/31/2014	Receive & Review: Received subpoenas from client for Max Diversified and client.	0.40	\$350.00	\$140.00
Service	10/01/2014	Receive & Review: Email from client about inventory for judgement.	0.20	\$350.00	\$70.00
Service	10/06/2014	Receive & Review: Email to and from client about Sheriff's Levy; draft letter to Saldutti law firm	1.30	\$350.00	\$455.00
Service	10/14/2014	Receive & Review: Email client with Liability and CNA attached.	0.40	\$350.00	\$140.00
Service	10/16/2014	Receive & Review: Received Notice of Motion for Sale from client.	0.40	\$350.00	\$140.00
Service	10/16/2014	Various: Various tasks through out the day regarding Sovereign/Santandler/Attny Saldutti attempts to force sale of home; research the underlying debt, the collateral, tenants by the entirety doctrine and case law; various emails exchanged with client about potential sale of house	3.80	\$350.00	\$1,330.00
Service	10/16/2014	Receive & Review: Received mortgage statement, equity statement, marriage certificate, and drivers license from client.	0.70	\$350.00	\$245.00
Service	10/17/2014	Receive & Review: Received mortgage deed from client.	0.70	\$350.00	\$245.00
Service	10/21/2014	Email: Various tasks through out the day regarding Sovereign/Santandler/Attny Saldutti attempts to force sale of home; various emails exchanged with client	1.20	\$350.00	\$420.00

		about potential sale of house; Email exchange with Saldutti law firm about lack of response from Saldutti			
Service	10/22/2014	Email: Email exchange with client regarding draft of opposition papers.	0.60	\$350.00	\$210.00
Service	10/23/2014	Draft Motion: Draft motion opposition papers for Troy Lambe pro se against Sovereign bank attempts to foreclose house; Email exchange with client regarding cost of house; forward pro se papers	2.30	\$350.00	\$805.00
Service	10/25/2014	Email: Email exchange with client regarding opposition papers; pulled additional research re foreclosure against tenants by the entirety titled property in NJ; discussion with Lambe	1.70	\$350.00	\$595.00
Service	04/19/2016	Email: Receive Motion to Appoint Receiver and court calendar attached.; analyze; email to Lambe; discuss and set dates	1.50	\$350.00	\$525.00
Service	04/20/2016	Email: Email exchange with client about Salutti documents.	0.80	\$350.00	\$280.00
Service	05/03/2016	Draft Letter: Fax to Brown at Saldutti	0.20	\$350.00	\$70.00
Service	05/17/2016	Receive & Review: Receive Brown's letter setting deposition date; Emails sent from office for notice of faxes received from 05/16-05/17; TC Lambe re deposition	0.90	\$350.00	\$315.00
Service	05/18/2016	Receive & Review: Received scanned documents from intelligent office	0.30	\$350.00	\$105.00
Service	05/21/2016	Receive & Review: Received subpoena served to client from client.	0.30	\$350.00	\$105.00
Service	05/31/2016	Deposition: Prepare for and conduct creditors' deposition of Troy Lambe at Saldutti's office; post depo work with client	6.20	\$350.00	\$2,170.00
Service	06/27/2016	Email: Email to client about Sunray settlement.	0.10	\$350.00	\$35.00
Service	07/08/2016	Receive & Review: Recieved Notice of Motion to Appoint Receiver.	0.40	\$350.00	\$140.00
Service	07/15/2016	Receive & Review: Sent motion to opposition for reschuduling dtaes.	0.40	\$350.00	\$140.00
Service	07/16/2016	Email: Email exchnage with opposition about contact with Mr. Brown	0.30	\$350.00	\$105.00
Service	07/18/2016	Email: Email exchange with Brown and client about rescheduling deposition.	0.90	\$350.00	\$315.00
Service	07/19/2016	Email: Continued emails with client about deposition.	0.40	\$350.00	\$140.00
Service	07/21/2016	Email: Email to client about prep for deposition.	0.20	\$350.00	\$70.00

Service	08/14/2017	Receive & Review: Received Levy against Lambe; telephone calls w client.	0.50	\$350.00	\$175.00
Service	08/14/2017	Email: Email exchange with client about next steps.	0.50	\$350.00	\$175.00
Service	08/20/2018	Email: Email exchange with Troy about settlement	0.20	\$350.00	\$70.00
Service	09/18/2018	Email: Email exchange with Saldutti about subpoena	0.30	\$350.00	\$105.00
Service	09/20/2018	Email: Email exchange with Saldutti about subpoena	0.30	\$350.00	\$105.00
Service	10/15/2018	Receive & Review: Reviewed scans from Saldutti, email exchange with client re:n scans	1.00	\$350.00	\$350.00
Service	10/22/2018	Email: Email to opposition re: scheduling deposition. FWD to client	0.20	\$350.00	\$70.00
Service	11/16/2018	Receive & Review: Review various notice of filings(11/6-11/16)	0.60	\$350.00	\$210.00
Service	11/19/2018	Email: Email exchnage with client re subpoena	0.20	\$350.00	\$70.00
Service	11/26/2018	Email: Email exchange with client and opposition re: signatures and subpoena	1.00	\$350.00	\$350.00
Service	11/27/2018	Email: Email exchange with opposition re: response to supoenas	0.80	\$350.00	\$280.00
Service	11/27/2018	Draft Discovery: Obtain and organize for presentation and production Lambe's financial record responsive to demands for documents; work with client on same	2.70	\$350.00	\$945.00
Service	12/10/2018	Receive & Review: Receive petition for discovery; Email exchange with client re: petition for discovery	1.70	\$350.00	\$595.00
Service	12/20/2018	Email: Email exchnage with client and opposition re order	0.40	\$350.00	\$140.00
Service	12/23/2018	Email: Email exchange with client re: settlement	0.40	\$350.00	\$140.00
Service	01/10/2019	Email: Email exchange with client and opposition re settlement	0.80	\$350.00	\$280.00
Service	01/17/2019	Draft Motion: Draft opposition to motion to enforce judgment after lengthy back and forth with Troy. Troy determined to pay 100% of judgment and fees.	1.80	\$350.00	\$630.00
Expense	01/24/2019	E107 Delivery services/messengers: Fed Ex to saldutti	1.00	\$34.50	\$34.50
Service	01/23/2020	Draft Letter: Draft letter with settlement check to Saldutti closing debt on clients' instructions; telephone calls to and from Troy;	0.60	\$350.00	\$210.00

Total \$14,314.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
245	01/23/2020	\$14,314.50	\$0.00	\$14,314.50
Outstanding Balance				\$14,314.50
Total Amount Outstanding				\$14,314.50

Please make all amounts payable to: Verner Simon

Payment is due upon receipt.



INVOICE

Invoice # 237
Date: 01/05/2020
Due Upon Receipt

Verner Simon

Troy Lambe
SunRay Solar, Inc.
546 South Cooks Bridge Road
Jackson, NJ 08527

982.010B Yitzhak Defense

982.010B Yitzhak Defense

Type	Date	Description	Quantity	Rate	Total
Service	03/11/2016	Email: Email exchange with Yitzhak re Kahlon informing her he will be suing. Draft responsive email; and draft letter for Yitzhak to Kahlon, telephone to Brett Scher, report to Lambe	1.70	\$350.00	\$595.00
Service	03/14/2016	Receive & Review: Reviewed email from Yitzhak to Kahlon. Re: legal action against Yitzhak and naming of attorney; telephone call to Lambe	0.30	\$350.00	\$105.00
Service	03/23/2016	Receive & Review: Received notice of filing. Summons and complaint of Yitzhak from Kahlon	0.20	\$350.00	\$70.00
Service	03/28/2016	Email: Lengthy email exchange with Yitzhak over Kahlon summons and complaint served on her; emails back and forth re original client file; review complaint; discuss same with Lambe	2.10	\$350.00	\$735.00
Service	04/05/2016	Email: Email exchange with Yitzhak about location of original file; discussed of Kahlon and his direction	0.80	\$350.00	\$280.00
Service	04/06/2016	Email: Continued emails with Yitzhak and Mike DeSantis for whereabouts of original file. CC to Lambe	1.70	\$350.00	\$595.00
Service	04/07/2016	Email: Email exchange with client with Fed Ex bill for discovery.	0.20	\$350.00	\$70.00
Expense	04/07/2016	E107 Delivery services/messengers	1.00	\$34.00	\$34.00
Service	04/10/2016	Email: Email exchange with Yitzhak re: call and when answer will be e filed	0.40	\$350.00	\$140.00
Service	04/12/2016	Email: Email exchange with client about extension of time of answer. Have Yitzhak read over privilege log	0.40	\$350.00	\$140.00

		and review draft letter to 3 financiers in NJ from Lambe case			
Service	04/13/2016	Email: Email exchange with Bock about stipulation. Reviewed executed Stip from Bock.	0.40	\$350.00	\$140.00
Service	04/14/2016	Receive & Review: Received notice of filing stipulation re Answer	0.10	\$350.00	\$35.00
Service	04/18/2016	Receive & Review: Reviewed Atlas Letter drafts from Yitzhak.	0.70	\$350.00	\$245.00
Service	04/19/2016	Receive & Review: Recieved notice of filing(Stipulation-Time to Answer)	0.20	\$350.00	\$70.00
Service	04/25/2016	Draft: Draft and file Removal Petition; conflict letter and acknowledgement of service	3.80	\$350.00	\$1,330.00
Service	04/28/2016	Draft Pleading: Drafted Answer to Complaint plus third party pleadings against Lambe/Sunray for declaratory judgment; purpose to create diversity and federal case jurisdiction to get cases back in front f Judge Wexler; discussions with Lambe and Yitzhak re same. Efiling of third party pleadings and service of same.	4.90	\$350.00	\$1,715.00
Service	05/03/2016	Receive & Review: Recieved notice of filing.(Answer, Complaint and Summons (Pre Riji) (Amended)) Filed by Verner.	0.30	\$350.00	\$105.00
Service	05/04/2016	Email: Sent pleadings to Lambe. Discussion of next to come and talk of Sunray.	0.40	\$350.00	\$140.00
Service	05/04/2016	Receive & Review: Received notice of removed docs. (Complaint and Summons)	0.20	\$350.00	\$70.00
Service	05/17/2016	Receive & Review: Recieved notice of consent	0.10	\$350.00	\$35.00
Service	05/23/2016	Receive & Review: Recieved notice of filings. (PRELIMINARY CONFERENCE REQUEST AFFIRMATION/AFFIDAVIT OF SERVICE RJI -RE: REQUEST FOR PRELIMINARY CONFERENCE)	0.10	\$350.00	\$35.00
Service	05/27/2016	Email: Email from Yitzhak asking about plan.	0.20	\$350.00	\$70.00
Service	06/21/2016	Draft Letter: Draft conflict of interest letter and sent to clients for review.	2.30	\$350.00	\$805.00
Service	06/21/2016	Draft acknowledgment of service for Troy Lambe	0.20	\$350.00	\$70.00
Service	06/21/2016	Email: (21) Various and from clients re: initial DMC assignmet notice, Lambe letter of acknowledgemet, third party summons, conflict letter signed,	1.50	\$350.00	\$525.00
Service	06/21/2016	Email: Correspondence sent from Lambe.	0.60	\$350.00	\$210.00
Service	06/22/2016	Email: Various emails (10) to and from clients re: Notice of removal letter pt.1, pt2. pt3, Conflict letter signed TL-1 signed by Yitzhak,	1.40	\$350.00	\$490.00

Service	06/23/2016	Email: Various emails (12) to and from clients re: Affirmation of Service, Settlement agreement, Nassau Complaint pt1, pt2, pt3,	1.50	\$350.00	\$525.00
Service	06/23/2016	EF: Efilng of various papers re Notice of Removal; telephone call to clerk	0.90	\$350.00	\$315.00
Service	06/28/2016	Email: Various to and from clients re: Conference is to occur in the removed Kahlon v. Yitzhak case, Review order reassigning case for Judge Wexler.	1.10	\$350.00	\$385.00
Service	06/30/2016	Email: Various to and from clients re: goals and strategies for Yitzhak malpractice case, report to clients after court.	0.70	\$350.00	\$245.00
Service	07/01/2016	Court Hearing: Court appearance post removal before Judge Wexler in federal court for a status conference. Wexler set briefing schedule on Motion to Remand to be filed by Kahlon. Includes travel to Central Islip.	6.50	\$350.00	\$2,275.00
Service	07/05/2016	Email: Received notice of filing. (Minute Entry for proceedings held before Judge Leonard D. Wexler: Status Conference held on 7/1/2016. Plaintiff(s) represented by Jennifer J. Bock, Esq. Defendant(s) represented by Paul W. Verner, Esq. Plaintiff is permitted to move to remand this action to State Court in accordance with the following briefing schedule: initial papers shall be served by August 1, 2016; opposition papers shall be served by September 6, 2016; reply papers shall be served by September 16, 2016. In accordance with the Court's rules, all papers shall be filed, via ECF, on the reply date of September 16, 2016, with courtesy copies provided to Chambers by the movant. Proceedings concluded. (Court Reporter Paul Lombardi.) (Russo, Eric) Notice of Appearance by Joeckel	0.60	\$350.00	\$210.00
Service	07/11/2016	Email: Email exchange with Yitzhak re: Kahlon and court on Friday July 1 (7/10-7/11)	0.90	\$350.00	\$315.00
Service	07/20/2016	Receive & Review: Received notice of change of contact information by Joeckel.	0.40	\$350.00	\$140.00
Service	08/01/2016	Email: Various to and from clients and opposing attorney re: Motion for Remand and an Award of Attorneys' Fees, Memorandum of Law.	0.50	\$350.00	\$175.00
Service	08/01/2016	Receive & Review: Received discovery from Joeckel. (remand Motion cover Letter, Declaration remand, Exhibits, Remand memo, Not Mot Remand) All PDF copies, hard copies follow	1.70	\$350.00	\$595.00
Service	09/06/2016	Email: Various to and clients and opposing attorney re: request opposition to serve remand motion, Extension of Time to File Response/Reply to Motion for Remand by Troy Lambe, Order granting [158] Motion to	0.60	\$350.00	\$210.00

		Adjourn Conference. The proceeding scheduled for 9/7/16 is adjourned to 9/21/16 at 10:30 a.m,			
Service	09/07/2016	Email: Received notice of filing.(Motion for Extension of Time, Response of Opposition, Order granting Motion extending time.) 9/6-9/7	0.50	\$350.00	\$175.00
Service	09/08/2016	Draft Motion: Draft opposition on motion to remand; legal research	4.00	\$350.00	\$1,400.00
Service	09/14/2016	Email: Various to and from clients and attorney re: Declaration in Opposition to the Kahlon Plaintiffs' Motion to Remand, and uptades	0.50	\$350.00	\$175.00
Expense	09/19/2016	E107 Delivery services/messengers: Federal Express - copies of briefs to Kahlon's attorney for filing.	1.00	\$67.29	\$67.29
Service	10/07/2016	Email: Various to and from clients and opposing attorney, re: Various motions, declaration and...to stay/ go to federal court	0.60	\$350.00	\$210.00
Service	06/27/2017	Telephone Conference Client: Telephone call from Yitzhak re status	0.20	\$350.00	\$70.00
Service	06/27/2017	Email: Email exchange with client about status.	0.40	\$350.00	\$140.00
Service	09/01/2017	Receive & Review: Receive Order remanding case to Judge Drisscoll; analysis- discussion with clients; emails	1.20	\$350.00	\$420.00
Service	09/06/2017	Receive & Review: Receive Wexler's Order remanding case to state court; email to clients re: same	0.70	\$350.00	\$245.00
Service	09/08/2017	Email: Email exchange with Lambe re:Wexler Remand to Nassau: attorneys fees, and future decisions on Yitzhak. Same conversation with Yitzhak	0.90	\$350.00	\$315.00
Service	09/13/2017	Telephone Conference Client: Telephone conference E Yitzhak	0.40	\$350.00	\$140.00
Service	09/21/2017	Research: Researched the prior action against DeSantis filed by Kahlon and the decision dismissing same; pull all court papers; read and analyze same	4.30	\$350.00	\$1,505.00
Service	09/25/2017	Research: Research Justice Parga, DeStefano and Driscoll; notes to file	3.10	\$350.00	\$1,085.00
Service	09/26/2017	Receive & Review: Received notice of filing. Letter/ Correspondence to Judge	0.10	\$350.00	\$35.00
Service	10/02/2017	Draft Motion: Draft motion to transfer and consolidate the remanded Yitzhak Defense case with the Kahlon Shotgun case; various conference calls with the attorneys for Scher and DeSantis	4.80	\$350.00	\$1,680.00
Service	10/03/2017	Receive & Review: Received notice of filing. Letter/ Correspondence to Judge, Exhibits A-H	0.10	\$350.00	\$35.00

Service	10/04/2017	Receive & Review: Received notice of filing. Letter to Judge, and ewatch alert :The Clerk's docket comments concerning this case have been updated to the following: CASE REMANDED BACK TO NASSAU COUNTY SUPREME COURT BY LEONARD D. WEXLER, UNITED STATES DISTRICT COURT.	0.20	\$350.00	\$70.00
Service	10/04/2017	Receive & Review: Receive opposition to my motion to transfer and consolidate; note for reply	1.80	\$350.00	\$630.00
Service	10/05/2017	Receive & Review: Received notice of filing. (Judgement for Attorneys Fees)that plaintiffs Yossef Kahlon and Atlas Solar Holdings request for attorneys fees is granted; and that judgment is hereby entered for plaintiffs Yossef Kahlon and Atlas Solar Holdings, LLC and against defendants/third-party plaintiffs Erica T. Yitzhak, The Law Offices of Erica T. Yitzhak, and Erica T. Yitzhak Esq., P.C., and third-party defendants Troy Lambe and Sunray Solar, Inc., jointly and severally, in the amount of \$9,268.00. (Executed by: James J. Toritto, Deputy Clerk, on September 8, 2017) (Fagan, Linda) (Main Document 17 replaced on 10/5/2017) (Fagan, Linda); forward judgment with note to Lambe.	0.80	\$350.00	\$280.00
Service	10/06/2017	Receive & Review: Received ewatch alert re: n November 9, 2017, an appearance is scheduled before Judge ANTHONY L. PARGA in ANTHONY L. PARGA (PC PART). The following additional comments exist: 9:30.	0.20	\$350.00	\$70.00
Service	10/06/2017	Draft Motion: Draft Reply motion papers transfer and consolidate cases	2.10	\$350.00	\$735.00
Service	10/12/2017	Receive & Review: Received notice of filing. Notice of Motion to disqualify Verner and VS from representing Yitzhak; review and outline Affirmation in Support of Motion and Exhibits A-I; notify clients	1.80	\$350.00	\$630.00
Service	10/14/2017	Receive & Review: Email from Lambe asking about appearance.	0.30	\$350.00	\$105.00
Service	10/17/2017	Draft Motion: Draft letter motion seeking transfer of case to Judge Driscoll	2.00	\$350.00	\$700.00
Service	10/18/2017	Receive & Review: Email with client edits of Judge Adams second request transfer doc	0.30	\$350.00	\$105.00
Service	10/18/2017	Receive & Review: Double check motion to disqualify Verner Simon and ethics rule used; memo to file re opposition	1.00	\$350.00	\$350.00
Service	10/23/2017	Research: Researched local counsel possibilities; analysis of the need for local attorneys; emails and telephone calls to clients re: engagement of local counsel; obtained authority; telephone call to David	4.20	\$350.00	\$1,470.00

Zwerling re same; telephone calls and emails to Charlie Horn; obtain retainer agreements.					
Service	10/24/2017	Email: Email exchange with clients, Friedman, and Zwerling about adding Friedman to case. Sent Second Conflict Letter to both clients to review and execute to send back.	0.90	\$350.00	\$315.00
Service	10/25/2017	Research: Legal research for Opposition to Motion to Disqualify Verner Simon.	3.90	\$350.00	\$1,365.00
Service	10/26/2017	Receive & Review: Received notice of filing. (Affirmation in Opposition, Request to Transfer, Second Circuit Appeal, Federal Settlement and Discontinuance, Stipulated, Discontinuance of Third Party Complaint. Request to Transfer, Second Circuit Appeal, Federal Settlement and Discontinuance, Stipulated Discontinuance of Third Party Complaint. Affidavit of Service, Notice of Appearance,	0.80	\$350.00	\$280.00
Service	10/26/2017	Draft Motion: Draft opposing papers Motion to Disqualify Verner Simon; efile same.	5.30	\$350.00	\$1,855.00
Service	10/30/2017	Email: Emails to Horn and Zwerling about engagement and money and being Disqualified by court without transfer to Destefano	0.40	\$350.00	\$140.00
Service	10/30/2017	Draft Pleading: Draft discontinuation and dismissal of the Yitzhak v Lambe declaratory judgment action; efilng and related service	1.60	\$350.00	\$560.00
Service	10/31/2017	Email: Ewatch alert re: change of Judge to Destefano. Email exchange about change of judge with clients.	0.60	\$350.00	\$210.00
Service	11/01/2017	Receive & Review: Receive and review reply papers Motion to Disqualify Verner Simon; efile same.	1.30	\$350.00	\$455.00
Service	11/02/2017	Receive & Review: Notice of scheduled appearance.	0.10	\$350.00	\$35.00
Service	11/05/2017	Receive & Review: Sent Bad Faith letter to Bock and Joeckel.	0.30	\$400.00	\$120.00
Service	11/06/2017	Receive & Review: Email exchange with Horn scheduling call.	0.30	\$400.00	\$120.00
Service	11/07/2017	Receive & Review: Letter from Bock about rescheduling prelim coneference.	0.30	\$400.00	\$120.00
Service	11/08/2017	Receive & Review: Recieved Ewatch alert. Re appearance held and marked the motion ADJOURNED with the following additional comments: EFILED MOTION,3PGS 10/12/17 TO ALP.	0.20	\$350.00	\$70.00
Service	11/08/2017	Email: Email exchange with Bock about date for prelim conference.	0.20	\$350.00	\$70.00
Service	11/13/2017	Email: Email exchange with Lambe about retainers.	0.40	\$350.00	\$140.00

Service	11/20/2017	Email: Email from Clerk Kirkland confirming rescheduling of Prelim conference.	0.20	\$350.00	\$70.00
Service	12/08/2017	Email: Notice of scheduled appearance.	0.20	\$350.00	\$70.00
Service	12/14/2017	Court: Court appearance to argue various motions before Justice DeStefano; Draft discontinuation and dismissal of the Yitzhak v Lambe declaratory judgment action; efilng and related service	6.00	\$350.00	\$2,100.00
Service	12/14/2017	Court: Court appearance to argue various motions before Justice DeStefano; Kahlon Shotgun; Yitzhak Defense and Disqualify Verner	6.00	\$350.00	\$2,100.00
Service	01/16/2018	Court Hearing: Preliminary conference Yitzhak Defense; travel to and From Nassau Supreme	6.20	\$350.00	\$2,170.00
Service	01/22/2018	Receive & Review: recieved notice of filing(order prelim conference)	0.20	\$350.00	\$70.00
Service	01/23/2018	Email: Email from client	0.20	\$350.00	\$70.00
Service	02/07/2018	Email: Email to and from client about update	0.20	\$350.00	\$70.00
Service	02/08/2018	Email: Email exchange with client about report	0.40	\$350.00	\$140.00
Service	02/16/2018	Email: Emails from Yitzhak about location of client files	0.20	\$350.00	\$70.00
Service	02/17/2018	Email: Email exchange with Yitzhak about email her files	0.40	\$350.00	\$140.00
Service	02/18/2018	Email: Email exchange with Yitzhak about email files	0.40	\$350.00	\$140.00
Service	02/23/2018	Email: Email exchange with Yitzhak about thumb drive and status of case	0.80	\$350.00	\$280.00
Service	02/24/2018	Email: Email from Yitzhak's former defense attny re client files	0.20	\$350.00	\$70.00
Service	02/25/2018	Email: Email exchange with Yitzhak about email received 02/24	0.50	\$350.00	\$175.00
Service	02/28/2018	Email: Received stip from Joeckel and sent emails discussing stip	0.60	\$350.00	\$210.00
Service	03/05/2018	Receive & Review: Received plaintiffs demand for production of documents from law office; note to file	0.30	\$350.00	\$105.00
Service	03/08/2018	Receive & Review: Receive and review discovery demands from Kahlon; cursory review; calendar same for handling	0.30	\$350.00	\$105.00
Service	03/08/2018	Draft Discovery: Draft responses to Kahlon discovery demands; document production; Bates stamping; review of prior litigation file; to be continued	4.80	\$350.00	\$1,680.00

Service	03/15/2018	Receive & Review: Receive and review Dropbox files - responses from Kahlon to our discovery demands; general review Kahlon docs for completeness	5.40	\$350.00	\$1,890.00
Service	03/20/2018	Draft Discovery: Final draft responses to Kahlon discovery demands; document production; Bates stamping; review of prior litigation file.	6.50	\$350.00	\$2,275.00
Service	04/05/2018	Email: Received emails from client and Kirkland	0.30	\$350.00	\$105.00
Service	04/06/2018	Email: Email from client and received notice of appearance	0.30	\$350.00	\$105.00
Service	04/11/2018	Telephone Conference Court: Conference call with law clerk and counsel- set conference for 4/30/2018.	0.50	\$350.00	\$175.00
Service	04/11/2018	Receive & Review: Received notice of filing (decision and order on motion)	0.10	\$350.00	\$35.00
Service	04/23/2018	Email: email exchange with Yitzhak about producing emails for discovery	0.90	\$350.00	\$315.00
Service	04/25/2018	Email: email exchange with Yitzhak and opposition about producing emails for discovery	0.40	\$350.00	\$140.00
Service	04/26/2018	Email: email exchange with Yitzhak and Troy about producing emails for discovery	0.90	\$350.00	\$315.00
Service	04/26/2018	Receive & Review: received minute entries	0.20	\$350.00	\$70.00
Service	04/27/2018	Receive & Review: email exchange with Yitzhak about attorney referral and emails	0.70	\$350.00	\$245.00
Service	04/30/2018	Email: email exchange with client about debriefing emails	0.40	\$350.00	\$140.00
Service	05/01/2018	Email: Emails with client about receiving discovery	0.40	\$350.00	\$140.00
Service	05/03/2018	Receive & Review: Received discovery emails for Yitzhak for review	1.00	\$350.00	\$350.00
Expense	05/04/2018	E110 Out-of-town travel: AMTRAK - LI COURT CONFERENCE	1.00	\$165.00	\$165.00
Expense	05/04/2018	E110 Out-of-town travel: HOTEL - LI COURT CONFERENCE	1.00	\$364.37	\$364.37
Service	05/04/2018	Court Hearing: Hearing on Remanded Case/ status conference 1/2 Rate appeared on both cases	6.10	\$175.00	\$1,067.50
Service	05/06/2018	Email: emails to Troy re Yitzhak defense	0.30	\$350.00	\$105.00
Service	05/07/2018	Email: emails to client about settlement agreement and thumb drive	0.60	\$350.00	\$210.00
Service	05/14/2018	Email: email exchange client about confirmation of received thumb drive	0.40	\$350.00	\$140.00

Service	06/04/2018	Email: email exchange with Charles Horn about conference	0.40	\$350.00	\$140.00
Service	06/05/2018	Email: email exchange with client and Troy about discovery and emails	0.90	\$350.00	\$315.00
Service	06/06/2018	Email: Sent docs to Horn for conference. Non privileged docs. Yitzhaks file produced in Fed Case	2.00	\$350.00	\$700.00
Service	06/06/2018	Discovery: Detailed review over 2 days (June 5 and June 6) of the Lambe v. Kahlon litigation file for production in discovery; detailed review of Yitzhak client file for Kahlon for production; convert all files to new Adobe docs with bates stamps; uploading of same to Dropbox for production to Kahlon's counsel	12.00	\$350.00	\$4,200.00
Service	06/07/2018	Email: Email exchange for setting conference date	0.30	\$350.00	\$105.00
Service	06/07/2018	Receive & Review: received notice of filing	0.30	\$350.00	\$105.00
Service	06/08/2018	Email: Email exchange for setting conference date	0.40	\$350.00	\$140.00
Service	06/24/2018	Email: Email exchange with client and Horn discussing Kahlon pressure	0.70	\$350.00	\$245.00
Service	07/10/2018	Email: Email for Kirkland	0.10	\$350.00	\$35.00
Service	07/11/2018	Receive & Review: received notice of filing. Decision and Order on Motion, notice of Entry	0.20	\$350.00	\$70.00
Service	07/11/2018	Receive & Review: Receive and review Justice DeStefano's Decision Denying Verner disqualification; analyze decision and potential for dismissing local attorneys; emails to clients re same.	0.70	\$350.00	\$245.00
Service	07/16/2018	Email: Email from Clerk Kirkland with compliance conference forms	0.20	\$350.00	\$70.00
Service	09/12/2018	Court Hearing: Court appearance for compliance conference; travel to and from.	5.50	\$350.00	\$1,925.00
Service	09/13/2018	Email: Email to Horn	0.10	\$350.00	\$35.00
Service	01/23/2019	Email: Email to Troy re: sending of Satisfaction of Judgement	0.10	\$350.00	\$35.00
Service	01/25/2019	Receive & Review: review ADR Attorney Cert. Form from court	0.20	\$350.00	\$70.00
Service	01/28/2019	Email: Email exchange with Horn re: 1/31 appearance, ADR cert. form, confidentiality, and discovery demands 6/5/18	0.70	\$350.00	\$245.00
Service	01/29/2019	Email: Email exchange with Danielle Enos re Friedman Bill cc to Horn	0.40	\$350.00	\$140.00
Service	01/30/2019	Receive & Review: Received Notice of Appearance of new attorney Dan Abrams; filing(Substitution of	1.30	\$350.00	\$455.00

		attorney post RJI) (1/30-1/31); discussions with Lambe; research Abrams' background and case history			
Service	02/04/2019	Conference: Confer w Charlie Horn about status conference attended by associate.	0.60	\$350.00	\$210.00
Service	02/05/2019	Email: Email exchange with Strong re signing of confidentiality stip. Email from Enos re Friedman bill	0.30	\$350.00	\$105.00
Service	02/06/2019	Receive & Review: Reviewed notice of filing(Stip-Confidentiality)	0.10	\$350.00	\$35.00
Service	02/19/2019	Email: Received notice of appearance held on Feb 15. and Kahlon confidentiality stip.	0.20	\$350.00	\$70.00
Service	02/21/2019	Email: Email exchange with Lambe re various case requests/updates. reviewed ewatch alert The Clerk's docket comments concerning this case have been updated to the following: CASE REMANDED BACK TO NASSAU COUNTY SUPREME COURT BY LEONARD D. WEXLER, UNITED STATES DISTRICT COURT.; STIP/DISC AS TO THE THIRD-PARTY ACTION ONLY 10/25/17; PER TAA CASE IS RELATED TO 609252/17 AND IS RE-ASSIGNED TO VMD COMMERCIAL DIVISION; VMD 7/9/18 MOTION 001 TO DISQUALIFY IS DENIED.; STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF FONFIDENTIAL INFORMATION SIGNED 2-20-19 BY VMD.	0.50	\$350.00	\$175.00
Service	02/25/2019	Receive & Review: Reviewed ewatch alert re; attorney of record added	0.10	\$350.00	\$35.00
Service	02/27/2019	Receive & Review: review notice of filing (stip- so ordered from court) Discussion with Lambe re stip.	0.30	\$350.00	\$105.00
Service	03/28/2019	Correspond: Emails and telephone calls with Kahlon's new attorney, Dan Abrams re paper discovery already exchanged. Set additional conference time for 4/1/ 2019	1.80	\$350.00	\$630.00
Service	03/31/2019	Draft Summary: Report to Yitzhak and Lambe both cases 1/2 Rate: Kahlon has new counsel, Dan Abrams; will be having a conference with Abrams early this week to feel him out about the case; letting go local counsel, Charlie Horn and his firm; I will be finalizing my accounting for fees owed on the Shotgun case ; Depending on my next conference with Abrams, I will make suggestions for moving forward. I don't think that bringing a third-party case against Botton and Quinn is worthwhile in the defense. Erica, it may be, however, that you have independent claims against them for fees and costs incurred in the Lambe v. Kahlon/Yitzhak case; does make sense to implead TJ Management and Ed Gurin who have independent liability for lying to Erica when she was representing	0.70	\$175.00	\$122.50

Kahlon and Atlas; goal get minimum discovery done and then move for summary judgment.					
Service	05/07/2019	Receive & Review: Receive subpoena for me and Verner Simon re settlement records; letter to Abrams re Motion to Quash	2.20	\$350.00	\$770.00
Service	05/10/2019	Email: Emails between counsel confirming deposition dates; telephone call from Meister Selig counsel re privilege; telephone call Dan Abrams re same; emails re start time of Yitzhak depo; emails back and forth setting time; additional emails about case handling	1.10	\$350.00	\$385.00
Service	05/12/2019	Prep Deposition: Prepare for Kahlon deposition; analyze proofs; choose and organize exhibits to use	5.00	\$350.00	\$1,750.00
Service	05/13/2019	Emails to and from client discussing Yitzhak testimony and billing.	0.60	\$350.00	\$210.00
Service	05/13/2019	Deposition: Prepare for and Conduct Deposition of Kahlon; travel time.	8.70	\$350.00	\$3,045.00
Service	05/14/2019	Email: Confirming call with client at 12.	0.20	\$350.00	\$70.00
Service	05/15/2019	Email: Several emails re: deposition with Yitzhak. Discussion of rescheduling with Abrams, and notice of filing: Letter to Judge DeStefano	1.00	\$350.00	\$350.00
Service	05/16/2019	Email: Emails to/from Yitzhak and Abrams discussing rescheduling of deposition and invoicing; correspondence with Court re Abrams request to so-order the date; telephone conference with Court; subsequent telephone call with Abrams.	2.20	\$350.00	\$770.00
Service	05/17/2019	Receive & Review: Receive and review: Stipulated deposition date. emails from Abrams about deposition.	0.70	\$350.00	\$245.00
Service	05/18/2019	Email: Emails w/ client re: billing	0.40	\$350.00	\$140.00
Service	05/19/2019	Email: emails with client re: strange email from Noa Ben Dor	0.20	\$350.00	\$70.00
Service	05/19/2019	Email: emails with client re: strange email from Noa Ben Dor	0.20	\$350.00	\$70.00
Service	05/20/2019	Receive & Review: Rec&review documents from Koh re: Yitzhak. Emails to/from Yitzhak re: call and billing	1.50	\$350.00	\$525.00
Service	05/21/2019	Receive & Review: Rec&review Consent to Withdraw from Murphy. Emails to and from Yitzhak re: billing	0.60	\$350.00	\$210.00
Service	05/21/2019	Receive & Review: Rec&review Consent to Withdraw from Murphy. Emails to and from Yitzhak re: billing	0.60	\$350.00	\$210.00
Service	05/23/2019	Receive & Review: Court comments	0.30	\$350.00	\$105.00
Expense	05/29/2019	E115 Deposition transcripts: Deposition of Kahlon	1.00	\$1,331.50	\$1,331.50

Service	06/03/2019	Email: Emails to and from Yitzhak about trial documents	1.50	\$350.00	\$525.00
Service	06/03/2019	Prep Deposition: Prepare Yitzhak for her deposition in this matter; review trial transcripts; review correspondence with Edward.	3.90	\$350.00	\$1,365.00
Service	06/04/2019	Email: Emails to and from client and Koh about deposition and letter	1.50	\$350.00	\$525.00
Service	06/04/2019	Deposition: Conduct deposition of Yitzhak in this matter; post depo conference; travel to and from	9.00	\$350.00	\$3,150.00
Service	06/05/2019	Email: email to and from client re: Kahlon and deposition	1.00	\$350.00	\$350.00
Service	06/06/2019	Email: email exchange with Yitzhak, Abrams, and Murphy re: documents	2.30	\$350.00	\$805.00
Service	06/07/2019	Receive & Review: rec&review: notice of deposition and exhibits	0.30	\$350.00	\$105.00
Service	06/08/2019	Email: email exchange with Abrams filing a motion	0.40	\$350.00	\$140.00
Service	06/09/2019	Email: email exchange with Yitzhak re: testimony	0.30	\$350.00	\$105.00
Service	06/12/2019	Email: email exchange with client about subpoena	0.30	\$350.00	\$105.00
Service	06/13/2019	Email: Email exchange with Abrams re: Yitzhak testimony	0.30	\$350.00	\$105.00
Service	06/17/2019	Email: email exchange re: subpoena	0.40	\$350.00	\$140.00
Service	06/20/2019	Email: email exchange re: Abrams and subpoena for me and Verner Simon	0.40	\$350.00	\$140.00
Service	06/21/2019	Email: Email exchange with Abrams re: documents	0.30	\$350.00	\$105.00
Service	06/25/2019	Email: email exchange with Yitzhak re: billing	0.80	\$350.00	\$280.00
Service	06/27/2019	Email: emails with Abrams re: non privilege logs	0.20	\$350.00	\$70.00
Service	06/28/2019	Receive & Review: Receive Notice to Admit facts re settlement and Kahlon exclusion; note to file	1.20	\$350.00	\$420.00
Service	07/01/2019	Email: Emails to/from Abrams re:documents	0.20	\$350.00	\$70.00
Service	07/08/2019	Email: Email from Abrams re privilege log	0.10	\$350.00	\$35.00
Service	07/11/2019	Receive & Review: rec&review notice of filing letter to judge	0.10	\$350.00	\$35.00
Service	07/15/2019	Abstract: Abstract summary of Kahlon Deposition; memo to file	2.80	\$350.00	\$980.00
Service	07/15/2019	Receive & Review: Receive and review Notice to Admit post deposition re the issue of mitigation of Kahlon's damages; analyze same; email to Yitzhak	2.10	\$350.00	\$735.00

Service	07/16/2019	Abstract: Abstract summary of Yitzhak Deposition - memo to file (cross-reference Kahlon)	3.80	\$350.00	\$1,330.00
Service	07/18/2019	Email: email exchange with Abrams and Yithzak re: deposition of Yitzhak	0.80	\$350.00	\$280.00
Service	07/19/2019	Email: email exchnage with court and Abrams about certification conference	0.60	\$350.00	\$210.00
Service	07/22/2019	ET: Text transmission Lambe and me re certification conference and subpoena on me	0.30	\$350.00	\$105.00
Service	07/23/2019	Email: email exchnage with Lambe re: letter to Erica	0.30	\$350.00	\$105.00
Service	07/24/2019	Email: Email from Lambe re: letter to Yitzhak	0.10	\$350.00	\$35.00
Service	07/29/2019	Email: email exchange with Abrams re: adjourn request	1.00	\$350.00	\$350.00
Service	07/30/2019	Email: email exchange with court and Abrams re adjournment	0.60	\$350.00	\$210.00
Service	07/30/2019	Court: Attend compliance conference J. DeStefeno - argue against subpoena and deposition of Verner Nassau County - travel	6.00	\$350.00	\$2,100.00
Service	07/30/2019	Draft Discovery: Draft and serve answer to first Notice to Admit	1.00	\$350.00	\$350.00
Service	07/31/2019	Receive & Review: notice of filing : letter to judge	0.20	\$350.00	\$70.00
Service	08/02/2019	Receive & Review: Notice of apperance held	0.20	\$350.00	\$70.00
Service	08/05/2019	Receive & Review: Review exhibits from Abrams	0.20	\$350.00	\$70.00
Service	08/05/2019	Receive & Review: Exhibits received from Dan Abrams from Yitzhak's deposition - outline contents	2.10	\$350.00	\$735.00
Service	08/13/2019	Email: Email from Abrams re; Kahlon transcript	0.20	\$350.00	\$70.00
Service	08/13/2019	Receive & Review: Receive second Notice to Admit; outline	1.10	\$350.00	\$385.00
Service	08/14/2019	Email: email to and from Abrams re: kalhon depostion	0.20	\$350.00	\$70.00
Service	08/15/2019	Email: email to and from Abrams re: kalhon depostion	0.20	\$350.00	\$70.00
Service	08/21/2019	Receive & Review: Review expert report of Marjorie Berman; outline issues; determine responsive position	2.70	\$350.00	\$945.00
Service	08/22/2019	Email: Email exchange with Yitzhak re:expert report	0.90	\$350.00	\$315.00
Service	09/18/2019	Email: email exchange with Abrams about conference	0.30	\$350.00	\$105.00
Service	09/19/2019	Email: email exchange with court and Abrams re telephone conference; conduct telephone conference re certification	1.50	\$350.00	\$525.00
Service	09/20/2019	receive and review re: notice of apperances	0.50	\$350.00	\$175.00

Service	09/21/2019	Email: Emails to and from lambe re: call	0.30	\$350.00	\$105.00
Service	09/23/2019	Draft Discovery: Draft Answer to SECOND Notice to Admit post deposition re the issue of mitigation of Kahlon's damages; analyze same	2.00	\$350.00	\$700.00
Service	10/15/2019	Email: email exchnage with Abrams about telehpone conference	0.30	\$350.00	\$105.00
Service	11/12/2019	Receive & Review: review emails between court and Abrams re: certification order	0.30	\$350.00	\$105.00
Service	11/18/2019	Email: Email exchange with clients re: status update to case	1.00	\$350.00	\$350.00
Service	11/20/2019	Receive & Review: review notice of apperance	0.30	\$350.00	\$105.00
Service	11/21/2019	Receive & Review: (11/21-11/29) notice of filing, Certification for Trial	0.70	\$350.00	\$245.00
Service	12/03/2019	Email: Email exchange with clients and opposition re: UCC-1 never terminated	0.90	\$350.00	\$315.00
Service	12/04/2019	Email: Email exchange with Yitzhak re: sealing motion	0.60	\$350.00	\$210.00
Service	12/05/2019	Email: Email exchange with Botton and Abrams RE; UCC-1	1.00	\$350.00	\$350.00
Service	12/09/2019	Email: Email exchange with Yitzhak re: telephone conference	1.00	\$350.00	\$350.00
Service	12/09/2019	Email: Emails back and forth with defense counsel and Botton re never terminated UCC 1	0.70	\$350.00	\$245.00
Service	12/09/2019	ET: Text transmissions Lambe to me and back re settlement and funding/billing - resolved to provide accounting; Lambe ignored settlement issues and disavowed nature of indemnification.	0.80	\$350.00	\$280.00
Service	12/17/2019	Email: emails to clients re: summary judgement	0.50	\$350.00	\$175.00
Service	12/23/2019	Draft Memo: Draft report to Lambe re various issues and regarding financing and expenses and settlement authority for 1/8/2020	1.00	\$350.00	\$350.00
Service	01/03/2020	Draft Letter: NOTE BILLING PRICES INCREASED 10% AS OF 1/1/2020 Draft letter to court re adjournment of settlement conference and summary judgment dates; draft email to clients regarding the issues rising; email exchanges with clients about the reasons for the adjournment and potential conflicts; follow up email exchanges	2.40	\$350.00	\$840.00
Service	01/03/2020	Email: Follow up w Botton's office re filed UCC1 termination	0.10	\$385.00	\$38.50
				Total	\$95,985.66

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
237	01/05/2020	\$95,985.66	\$0.00	\$95,985.66
Outstanding Balance				\$95,985.66
Total Amount Outstanding				\$95,985.66

Please make all amounts payable to: Verner Simon

Payment is due upon receipt.